

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

GRANTS AND MORTGAGES

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

304

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 438, Acts of 1963).

Clerk of Circuit Court
For Allegany County
Date September 22, 1954

STATE OF MARYLAND

FILED AND RECORDED APRIL 8" 1954 at 3:50 P.M.
PURCHASE MONEY

This Mortgage, Made this 8th day of April
in the year Nineteen Hundred and Fifty-four _____, by and between

Berlin D. Towler and Kathryn V. Towler, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Second National Bank of Cumberland, a National Banking
Corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7500.00 with interest at the rate of 4 1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$57.38 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or One Hundred Dollars, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon; the said

Berlin D. Towler and Kathryn V. Towler, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors

and assigns, the following property, to-wit:

All those lots or parcels of ground situated on the westerly side of Homer Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 36, 37, 38, 39, 40 and 41 in Wilsons Addition to Cumberland, a plat of which said addition is recorded in Liber 82, folio 318 one of the Land Records of Allegany County, Maryland, and particularly described as follows, to-wit:

FILED AND RECORDED APRIL 8th 1954 at 3:50 P.M.
PURCHASE MONEY

This Mortgage, Made this 8th day of April
in the year Nineteen Hundred and Fifty-four _____, by and between

Berlin D. Towler and Kathryn V. Towler, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Second National Bank of Cumberland, a National Banking
Corporation with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$7500.00 with interest at the rate of 4 1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$57.38 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or One Hundred Dollars, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Berlin D. Towler and Kathryn V. Towler, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors
rights and assigns, the following property, to-wit:

All those lots or parcels of ground situated on the westerly side of Homer Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 36, 37, 38, 39, 40 and 41 in Wilsons Addition to Cumberland, a plat of which said addition is recorded in Liber 82, folio 318 one of the Land Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning at a point on the westerly side of Homer Street at the end of the first line of Lot No. 35 in said addition, and running then with the westerly side of Homer Street, North 13 degrees 35 minutes East 143 1/2 feet to the southerly side of Brinker's Lane, then with said lane North 86 degrees 55 minutes West 101 feet and 8 1/2 inches to the easterly side of Clay Alley; then with said Alley, South 13 degrees 35 minutes West 125 feet, and then South 76 degrees 25 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James E. Torbet and Charlotte D. Torbet, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Berlin D. Towler and Kathryn V. Towler, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors, or assigns, the aforesaid sum of

Seventy-five Hundred & 00/100 - - - (\$7500.00) Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Berlin D. Towler and Kathryn V. Towler, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Berlin D. Towler and Kathryn

V. Towler, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~and assigns, or~~ Harry I. Stagmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Berlin D. Towler

and Kathryn V. Towler, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Berlin D. Towler and Kathryn V. Towler,

his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventy-five Hundred & 00/100 - - - (\$7500.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent

of its ~~or~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Angela H. McChesney
Angela H. McChesney

Berlin D. Towler [SEAL]
Kathryn V. Towler [SEAL]
Berlin D. Towler
Kathryn V. Towler

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 8th day of April
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Berlin D. Towler and Kathryn V. Towler, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M. Naughton,
President of the Second National Bank of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles E. Chan
Notary Public.



Beginning at a point on the westerly side of Homer Street at the end of the first line of Lot No. 35 in said addition, and running then with the westerly side of Homer Street, North 13 degrees 35 minutes East 143 1/2 feet to the southerly side of Brinker's Lane, then with said lane North 86 degrees 55 minutes West 101 feet and 8 1/2 inches to the easterly side of Clay Alley; then with said Alley, South 13 degrees 35 minutes West 125 feet, and then South 76 degrees 25 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James E. Torbet and Charlotte D. Torbet, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Berlin D. Towler and Kathryn V. Towler, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, its successors, or assigns, the aforesaid sum of

Seventy-five Hundred & 00/100 - - - (\$7500.00) Dollars,

together with the interest thereon, as and when the same shall become due and payable; and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Berlin D. Towler and Kathryn V. Towler, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Berlin D. Towler and Kathryn

V. Towler, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~and assigns,~~ or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Berlin D. Towler and Kathryn V. Towler, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Berlin D. Towler and Kathryn V. Towler,

his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventy-five Hundred & 00/100 - - - (\$7500.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its ~~or~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Angela H. McChesney
Angela H. McChesney

Berlin D. Towler [SEAL]
Kathryn V. Towler [SEAL]
Berlin D. Towler
Kathryn V. Towler

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 8th day of April in the year nineteen Hundred and Fifty ~~four~~, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Berlin D. Towler and Kathryn V. Towler, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughtan, President of the Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph M. Naughtan
Notary Public.



Compared and ~~Mailed~~ Delivered

To Mtge City

May 24 1954

LIBER 304 PAGE 4

FILED AND RECORDED APRIL 8th 1954 at 3:15 P.M.
THIS MORTGAGE, Made this 7th day of April, 1954, by

and between Julius C. Linaburg and Pearl Linaburg, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Frostburg Memorial Park Association, Inc., of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Fifty-Five Hundred Dollars (\$5500.00), as is evidenced by a Promissory Note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the promises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Julius C. Linaburg and Pearl Linaburg, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Frostburg Memorial Park Association, Inc., its successors or assigns, the following property, to-wit:

All those two adjacent lots or parcels of ground lying and being on the Southerly side of Pearre Avenue, in the City of Cumberland, Allegany County, Maryland, which are known and designated as Lots Nos. 30 and 31, on the Plat of the "Bedford Place Addition", which plat, along with the courses and distances for the same, is recorded in Liber No. 120, folio 586, etc., one of the Land Records of Allegany County, Maryland, and which two lots are particularly described as a whole as follows:

BEGINNING for the same at a peg on the Southerly side of Pearre Avenue at the end of the first line of Lot No. 29, in said Addition and running thence with said side of said Avenue, South 50 degrees 03 minutes East 50 feet, thence South 37 degrees 37 minutes West 115 feet to a twelve-foot alley, and with said alley, North 50 degrees 03 minutes West 50 feet to the end of the second line of Lot No. 29, in said Addition, and running thence

with said second line, reversed, North 37 degrees 37 minutes East 115 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Rose M. Wilson, unmarried, by deed dated the ~~6th~~ day of April, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Five Hundred (\$5500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable, and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the

Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifty-Five Hundred (\$5500.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Julius C. Linaburg (SEAL)
Julius C. Linaburg

James M. Sorley

Pearl Linaburg (SEAL)
Pearl Linaburg

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 7th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Julius C. Linaburg and Pearl Linaburg, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustees, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and the year above written.



James M. Sorley
Notary Public

For value received, The Liberty Trust Company, Cumberland, Maryland, Trustee for Foothburg Memorial Park Association, Inc., hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company, Cumberland, Maryland, Trustee for Foothburg Memorial Park Association, Inc., by John J. Robinson, Vice President, and its Corporate Seal duly attested by its Assistant Secretary, this 11th day of June, 1954.
(Corporate Seal)
attest: Cameron L. Otto
Asst Secretary 6-11-54
The Liberty Trust Company, Cumberland, Md.,
Trustee for Foothburg Memorial Park Association, Inc.
By: John J. Robinson
Vice President

Compared and Mailed ~~Recessed~~
To Walter Redmont H. Va.
May 24 19 54

LIBER 304 PAGE 8

FILED AND RECORDED APRIL 8th 1954 at 8:30 A.M.
PURCHASE MONEY

This Mortgage, Made this Sixteenth day of March,
in the year Nineteen Hundred and Fifty-four, by and between
MELVILLE R. WHITE and DESSIE M. WHITE, his wife,

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

~~XX~~
part Y of the second part, WITNESSETH:

Whereas, the said Melville R. White and Dessie M. White, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of THIRTY-TWO HUNDRED (\$3200.00) DOLLARS, as evidenced by their joint and several, negotiable promissory note, of even date herewith, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of THIRTY-TWO HUNDRED (\$3200.00) with interest from date at said Bank; and to be repaid in sums of not less than THIRTY-TWO (\$32.00) DOLLARS per month until said full amount of principal and interest of said note has been paid; to secure the payment of which said sum of THIRTY-TWO HUNDRED (\$3200.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Melville R. White and Dessie M. White, his wife, parties of the first part,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXX~~ and assigns, the following property, to-wit:

All that certain lot of ground lying and being in the Town of Westernport, Allegany County, Maryland, on the Southeast side of Hammond Street in the said Town and known as Lot Number TWENTY-TWO (22) in Hammond's Addition to said Town of Westernport; being the same property which was conveyed unto Porter T. White by Carleton P. Bell and Lois Fredlock Bell, his wife, by Deed, dated November 18th, 1929, and recorded among the Land Records of said Allegany County, Maryland,

in Liber No. 162, folio 104, and also being the same property which was conveyed to the said Melville R. White and Tressie J. White, his wife, parties of the first part, by Deed dated March 15th, 1954, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Melville R. White and Dessie M. White, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of THIRTY-TWO HUNDRED DOLLARS (\$3200.00),

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Melville R. White and Dessie M. White, his wife, parties of the first part,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Melville R. White and Dessie M.

White, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, or Harry K. Drane, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Melville R. White and Dessie M. White, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Melville R. White and Dessie M. White, his wife, parties of the first part,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-two hundred (\$3200.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~but~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. Bernard Mayhew Jr. Melville R. White [SEAL]
J. Bernard Mayhew Jr. Dessie M. White [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this 1st day of April

in the year nineteen Hundred and Fifty ~~four~~ four, before me, the subscriber, a Notary Public of the State of ~~West Virginia~~ West Virginia, in and for said County, personally appeared Melville R. White and Dessie M. White, his wife, -----

and each acknowledged the foregoing mortgage to be their respective ----- act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.
 My commission expires

7th 1961

J. Bernard Mayhew Jr.
 Notary Public

Compared and signed Witness E
 To Notary City
May 24 1954

FILED AND RECORDED APRIL 9th 1954 at 2:50 P.M.

This Mortgage, Made this 1st day of

April in the year nineteen hundred and fifty-four, by and between William G. Linn and Margaret E. Linn, his wife, of Baltimore County, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:



Whereas, the said

William G. Linn and Margaret E. Linn, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eight Hundred Fifty (\$850.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William G. Linn and Margaret E. Linn, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate on the Southeast side of the Twiggstown Road, near the Uhl Highway, between Cumberland and Oldtown in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the intersection of the Southeast side of the Twiggstown Road with the tenth line of tract of land conveyed by William H. H. Reckley (unmarried) to Charles S. Reckley by deed dated January 1, 1940, and recorded in Liber 185, folio 453, one of the Land Records of Allegany County, and continuing thence with the remainder of said tenth line (Magnetic Bearings as of September, 1946, and with Horizontal Measurements), South 50 degrees 10 minutes East 473.5 feet to a stake at the corner of an old fence line; thence with part of the eleventh line of said tract and with the fence line, South 33 degrees and no minutes West 62.8 feet to a stake; thence cutting across part of the whole property, North 57 degrees 58 minutes West 265.45 feet to a stake that stands South 31 degrees 30 minutes East 78.9 feet from the Southeast corner of dwelling that stands on this property; thence continuing North 57 degrees 58 minutes West 216.65 feet to an iron stake; thence North 11 degrees 59 minutes East 31.45 feet to a stake standing 20 feet from the center of Twiggstown Road; thence with the Southeast side of Twiggstown Road and parallel and 20 feet from the center thereof, North 47 degrees 1 minute East 100 feet to the beginning, containing 1.04 acres, more or less.

It being the same property which was conveyed unto the said Mortgagees by Charles S. Reckley and others, by deed dated the 23rd day of October, 1946, and recorded in Liber No. 214, folio 245, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eight Hundred Fifty (\$850.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and It is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eight Hundred Fifty (\$850.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And It is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Chas. A. Sloan

William G. Linn (SEAL)
William G. Linn

Margaret E. Linn (SEAL)
Margaret E. Linn

BALTIMORE
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:

I hereby Certify, that on this, 6 day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William G. Linn and Margaret E. Linn, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and that the same was duly executed by them in and for the county aforesaid.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James H. Cooper
Notary Public

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
I HEREBY CERTIFY, That on this 6 day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

James H. Cooper
Notary Public

FILED AND RECORDED APRIL 9th 1954 at 2:50 P.M.

This Mortgage. Made this 9th day of

April In the year nineteen hundred and fifty-four, by and between Paul H. Marker, of Cuyahoga County in the State of Ohio, and Rita L. Marker, his wife of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Paul H. Marker and Rita L. Marker, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fourteen Hundred (\$1400.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul H. Marker and Rita L. Marker, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:



All that lot or parcel of ground situated at Pinto, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing at the end of the first line of parcel of ground conveyed by John L. Scally, et ux, to Paul H. Marker, et ux, by deed dated the 20th day of May, 1944, and recorded in Liber 199, folio 462, one of the Land Records of Allegany County, said stake also stands at the end of the second line of parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, by deed dated the 15th day of June, 1939, and recorded in Liber 184, folio 15, one of the Land Records of Allegany County, thence with the third, fourth and part of the fifth line of said parcel conveyed by Louis Niner, et ux, to John L. Scally, et ux, dated June 15, 1939, (Magnetic Bearings as of June 1, 1939, and with horizontal measurements), South 29 degrees and 46 minutes West 132-35/100 feet to an iron stake standing on the Northeast side of a 10-foot lane way, thence with said lane way, North 60 degrees and 28 minutes West 110 feet to an iron stake, thence leaving lane and running North 29 degrees and 46 minutes East 132-8/10 feet, then leaving the aforesaid fifth line and cutting across the whole of the aforementioned parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, dated June 15, 1939, in Liber 184, folio 15, and at right angles to said fifth line, South 60 degrees and 14 minutes East 50 feet to the end of the first line of parcel of ground aforementioned as Liber 184, folio 15, then with the second line of said parcel of ground, South 60 degrees

and 14 minutes East 60 feet to the beginning.

It being the same property which was conveyed unto the said Mortgageors by John L. Scally, et ux, by deed bearing date the 26th day of August, 1944, and recorded in Liber No. 201, folio 240, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situate at Pinto, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing 50 feet on the fourth line of a parcel of ground conveyed by Louis Niner, et ux, to John Leonard Scally, et ux, by deed dated February 24, 1936, which is recorded in Liber 174, folio 313, one of the Land Records of Allegany County, Maryland, said stake also standing on the Southwesterly side of a 20-foot street, and running then at right angles to said fourth line (Magnetic Bearings as of June 1, 1939, and with horizontal measurements) South 29 degrees 46 minutes West 130 feet to an iron pipe stake standing 10 feet on the second line of the aforementioned deed, then with the remainder of said second line and extending same to a pipe stake standing on the fifth line of a parcel of ground conveyed by Louis Niner, et ux, to John L. Scally, et ux, by deed dated June 15, 1939, which is recorded in Liber 184, folio 15, one of the Land Records of Allegany County, Maryland, the said bearing running North 60 degrees 14 minutes West 100 feet to an iron pipe stake, then with the remainder of said fifth line, North 29 degrees 46 minutes East 130 feet to an iron pipe stake standing on the Southwesterly side of the aforementioned 20-foot street, then with the sixth line of the aforementioned deed from Louis Niner, et ux, to John L. Scally, et ux, which is recorded in Liber 184, folio 15, of the Land Records aforesaid, and also with part of the fourth line of the aforementioned deed from Louis Niner, et ux, to John L. Scally, et ux, recorded in Liber 174, folio 313, of the Land Records aforesaid, and also with the Southwesterly side of said 20-foot street, South 60 degrees 14 minutes East 100 feet to the beginning, containing 3/10 acres, more or less.

It being the same property which was conveyed unto the said Mortgageors by John Leonard Scally and Edna E. Scally, his wife, by deed dated May 20, 1944, and recorded in Liber 199, folio 462, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fourteen Hundred (\$1400.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fourteen Hundred (\$1400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Paul H. Marker (SEAL)
Paul H. Marker

James M. Sorley *Rita L. Marker* (SEAL)
Rita L. Marker

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Rita L. Marker, one of the Mortgagors herein,

and she acknowledged, the foregoing mortgage to be her act and

deed; and at the same time, before me, also personally appeared CHARLES A. PIPER, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

STATE OF OHIO, CUYAHOGA COUNTY, TO-WIT:

James M. Asbury
Notary Public

I HEREBY CERTIFY, that on this 6th day of April, 1954, before me, the subscriber, a Notary Public of the State of Ohio in and for the County of Cuyahoga, personally appeared Paul H. Marker, one of the Mortgagors herein, and he acknowledged the foregoing mortgage to be his act and deed.

IN WITNESS WHEREOF, I have hereto set my hand affixed my Notarial Seal, the day and year above written.

Georgie R. Paller

GEORGIE R. PALLER, Notary Public
My commission expires Oct. 23, 1956

Commenced and recorded
To Mortgage City
May 27 1954

FILED AND RECORDED APRIL 9th 1954 at 3:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 3rd day of March
in the year Nineteen Hundred and Fifty-Four _____, by and between

Lehew W. Miller and Virginia L. Miller, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Lehew W. Miller and Virginia L. Miller, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Two Thousand and no/100
Dollars (\$ 2,000.00), to be paid with interest at the rate of six per cent (6%) per
annum, to be computed monthly on unpaid balances, in payments of at least
Thirty Dollars (\$ 30.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And ~~whereas~~, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lehew W. Miller and Virginia L. Miller, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, or parcel of ground lying and being situated in Election District #22, of Allegany County, State of Maryland, and about 3 miles East of the City of Cumberland, on the Hardinger Road, and on the East side of said Road, and described as follows:
 BEGINNING for the same at a planted stone standing at the end of a reference line drawn South 27 degrees West 9 perches and 8 links from a large White Oak tree bearing 6 notches on its South side, said tree being 8½ perches Eastward from the Hardinger Road, and 3½ perches in a Southerly direction from the end of the first line of this lot, and running thence North 25 degrees 15 minutes East 12½ perches and 3 links to a double White Oak tree bearing 4 notches, two on each side, North 31 degrees East 23½ perches to a planted stone, witnessed by a White Oak bearing 3 notches on its West side, North 70 degrees West 11½ perches into the aforesaid

mentioned Hardinger Road, to a point on the seventh line in a deed from James S. Johnson and wife, to Arthur M. Rice and wife, said deed bearing date of November 12th, 1913, and recorded in Liber 113, folio 416, one of the Land Records of Allegany County, Maryland, thence in and with said road South 17 degrees West 15 perches, South 31 degrees 30 minutes West 21 perches and 2 links, to or near the end of the fifth line of the whole farm, as contained in the deed last above mentioned, then leaving said road South 70 degrees East 9 perches to the place of beginning. Containing 2 acres more or less.
 It being the same property which was conveyed unto the said Lehew W. Miller and Virginia L. Miller, his wife, by Oscar Lee Rice and Ida V. Rice, by deed dated March 31, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said Lehew W. Miller and Virginia L. Miller, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Two Thousand and no/100-----Dollars (\$2,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Lehew W. Miller and Virginia L. Miller, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Lehew W. Miller and Virginia L. Miller, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooks Whiting,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any

time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Lehew W. Miller and Virginia L. Miller, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Lehew W. Miller and Virginia L. Miller, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Ethel McCarty
Ethel McCarty

Lehew W. Miller [SEAL]
Lehew W. Miller

Virginia L. Miller [SEAL]
Virginia L. Miller

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of March in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lehew W. Miller and Virginia L. Miller, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public

sum
Earl E. Mangen Atty City
May 24 1954

FILED AND RECORDED APRIL 9th 1954 at 9:00A.M.
PURCHASE MONEY

This Mortgage. Made this 8th day of April

in the year Nineteen Hundred and Fifty-four, by and between
John F. Null and Isabel Null, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and C. Glenn Watson, widower,

of Allegany County, in the State of Maryland
part 1st of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Two Thousand Four Hundred (\$2,400.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in monthly installments of Thirty (\$30.00) Dollars each, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until fully paid; with the right reserved unto the Parties of the First Part to prepay any or all said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John F. Null and Isabel Null, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, his

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate on the west side of Lexington Avenue, being part of Lot No. 130 of Walsh's Addition to the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for said parcel of land at an iron stake standing on the west side of Lexington Avenue, distant north 28 degrees 15 minutes East 66.25 feet from the point of intersection of the west side of Lexington Avenue with the north side of Mary Street, said iron stake also stands at 32.25 feet on the first line of the parcel of ground conveyed by Curtis J. Lewis, et ux, to Ralph S. Roy and Emmett Carr by deed dated the 17th day of May, 1946, and recorded

in Liber No. 209, folio 85, one of the Land Records of Allegany County; and running thence with the west side of Lexington Avenue (magnetic bearings as of the plat of Walsh's Addition to the City of Cumberland as recorded in Plat Case Box No. 98 of the Land Records of Allegany County, and with horizontal measurements) north 28 degrees 15 minutes East 32.25 feet to an iron stake standing at the end of the aforementioned first line; thence with the second and part of the third lines of the said Roy-Carr lot, and at a right angle to Lexington Avenue, north 61 degrees 45 minutes west 120 feet to a locust stake standing on the east side of an alley; thence with the said alley and parallel to Lexington Avenue, South 28 degrees 15 minutes west 32.25 feet to an iron stake; thence cutting across the said Lot No. 130 and at a right angle to the said alley, south 61 degrees 45 minutes east 120 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Ralph K. Willard and Viola M. Willard, his wife, and John F. Null and Isabel Null, his wife, and which said deed is to be recorded simultaneously with the recordation of this mortgage among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

And also including an automatic gas space heater installed in the dwelling.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John F. Null and Isabel Null, his wife,
their heirs, executors, administrators or assigns, do and shall pay to the said
C. Glenn Watson, his

executors, administrators or assigns, the aforesaid sum of
Two Thousand Four Hundred (\$2,400.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
John F. Null and Isabel Null, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John F. Null and Isabel Null, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said
C. Glenn Watson, his

heirs, executors, administrators and assigns, or Earl E. Mangas
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Garrett County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said John F. Null and Isabel Null, his wife, their

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said John F. Null and Isabel Null, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand four hundred (\$2,400.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~that~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl Edmund Manges

Earl Edmund Manges

John F. Null

John F. Null

[SEAL]

Mrs Isabel Null

Isabel Null

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 8th day of April

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared John F. Null and Isabel Null, his wife,

and each acknowledged the foregoing mortgage to be his and her

act and deed; and at the same time before me also personally appeared

C. Glenn Watson, widower,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Manges

Notary Public.

LIBER 304 PAGE 22

This Mortgage.

of Allegany County, in the State of Maryland

Leslie L. Hinkle ~~XX~~

of _____ Allegany _____ County, in the State of Maryland

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Nine Hundred (\$900.00) Dollars, and which said principal sum shall bear interest at the rate of six per cent (6%) per annum, and the said principal sum and interest shall be repaid in equal monthly installments of Twenty-eight (\$28.00) Dollars each, the first of which said monthly installments shall be due and payable one month from the date hereof and a like payment of the same day of each succeeding month thereafter until the aforesaid principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

do give, grant, bargain and sell, convey, release and confirm unto the said
Leslie E. Hinkle ~~and Frank May, his heirs, assigns and~~

ALL that lot or parcel of ground situate, lying, and being near the Valley Road about one and one-half miles northeasterly of the City of Cumberland, Allegany County, Maryland, it being Lot No. 413 in Section "B", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, which said lot fronts 40 feet on the westerly side of Rosewood Street and extends back an even width for a depth of 150 feet, more or less, to Finan Street.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Virgil Junior Mongold and Rosalie W. Mongold, his wife, and Evelyn M. Allen, one of the Parties of the First Part hereto, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money

Mortgage among the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Evelyn M. Allen and Edgar J. Allen, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said Leslie E. Hinkle ~~and his heirs, executors, administrators or assigns~~ his executors, administrators or assigns, the aforesaid sum of Nine Hundred (\$900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Evelyn M. Allen and Edgar J. Allen, her husband,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Evelyn M. Allen and Edgar J. Allen, her husband, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Leslie E. Hinkle ~~and his heirs, executors, administrators or assigns~~ his

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Evelyn M. Allen and Edgar J. Allen, her husband, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Evelyn M. Allen and Edgar J. Allen, her husband,

do hereby further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine Hundred (\$900.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of XXXXXX XXXXXX XXXXXX XXXXXX their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s:

Attest:

Carl E. Mangle

Carl E. Mangle

Evelyn M. Allen [SEAL]
Evelyn M. Allen

Edgar J. Allen [SEAL]
Edgar J. Allen

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 8th day of April

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
Evelyn M. Allen and Edgar J. Allen, her husband,

and each acknowledged the foregoing mortgage to be her and his respective
act and deed; and at the same time before me also personally appeared
Leslie E. Hinkle and Emma May Hinkle, his wife,

all within named mortgagees, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Carl Edmund Mangle
Notary Public.

Compared and Matched *Wesley*
To *Mtgs City*
May 24 1954

FILED AND RECORDED APRIL 10th 1954 at 11:45 A.M.

THIS MORTGAGE, Made this 8th day of April,

1954, by and between H. WESLEY COLLINS and SUE A COLLINS, his wife,
of Allegany County, Maryland, parties of the first part, and THE
FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly
organized under the laws of the United States, party of the second
part, WITNESSETH:



WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Four Thousand Five Hundred (\$4,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty Nine Dollars and Ninety Six Cents (\$49.96) on account of interest and principal, payments to begin on the 8th day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of land and the buildings and improvements thereon lying and being in Election District Number Seven of Allegany County, Maryland, known and distinguished as Lot Number Three in the village of Pinto, as will appear by reference to a Plat of the property of Norman S. Yoder, which is filed among the Land Records of Allegany County, Maryland, said lot being more particularly described as follows:

BEGINNING for the same at an iron stake planted in the ground at the North edge of a thirty-six inch concrete walk on the side of the main street in the said village of Pinto, said stake being located twenty-nine inches westward from the center of a ten inch sewer pipe opening North 52 degrees 45 minutes West 110-9/10 feet from an iron stake planted in concrete now designated as Monument Number One, and which said Monument is located North 4

degrees 12 minutes West 139-3/10 feet from a post standing at the place of beginning of all that tract or parcel of land conveyed by Herbert Rawlings to Norman S. Yoder by deed dated November 16, 1918, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 125, folio 540, the said property hereby conveyed being a part thereof; and running thence with the North side of said street (Bearing M.B. 1935) North 52 degrees 45 minutes West 90-65/100 feet to an iron stake standing at a corner to Lot Number Four; thence with the last lines of said lot reversed and running parallel to and distant 11 feet 4 inches from the left side of the house North 36 degrees 51 minutes East 123-4/10 feet to an iron stake located on the South side of Lane Alley; thence with the South side of said Lane Alley South 54 degrees 26 minutes East 93-52/100 feet to another iron stake located at the North end of a fence; thence running with said fence South 38 degrees 10 minutes West 126-1/10 feet to the place of beginning. Containing 0.2637 Acres more or less.

It being the same property conveyed to the first parties by George R. Hughes, Trustee, by deed dated the 17th day of December, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber 237, folio 10; subject to the restrictions set out in the aforesaid deed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Five Hundred (\$4,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first

part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand Five Hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors

or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

H. Wesley Collins (SEAL)
H. Wesley Collins

A. A. Helmick

Sue A. Collins (SEAL)
Sue A. Collins

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 9th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. WESLEY COLLINS and SUE A. COLLINS, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

A. A. Helmick
Notary Public

My Commission expires May 2, 1955

Compared and Made

To Walter L. Herring

May 24 1954

FILED AND RECORDED APRIL 10 1954 at 10:00 A.M.

THIS MORTGAGE, Made this 9th day of April, 1954, by and between FIRST PRESBYTERIAN CHURCH, OF FROSTBURG, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the first

R.A.

part, hereinafter sometimes called mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter sometimes called mortgagee.

WITNESSETH:

WHEREAS, at a regular meeting of the Board of Trustees of the party of the first part, a Resolution was duly adopted by said Board for the purpose of borrowing a sum of money, not to exceed \$12,000.00 to be used toward the payment of improvements, repairs and replacement of the Church property and equipment situated in Frostburg, Maryland, said Resolution was, as required by the Manual of Laws and Discipline of the said Presbyterian Church, presented to a regularly called meeting of the Congregation of said Church held on the 19th day of January, 1954 and by said Congregation duly adopted; and

WHEREAS, at a stated meeting of the Presbytery of Baltimore, of which the Mortgagor is a member, held on the 16th day of February, 1954, a Resolution was adopted which authorizes the Mortgagor to borrow not more than \$11,000.00 to be used toward the payment of said improvements, repairs and replacements and to negotiate a loan of \$11,000.00 with authority to execute a mortgage on its Church property, copies of said Resolutions and authorities having been furnished to the said banking institution, the party of the second part; and

WHEREAS, the Mortgagor now stands indebted unto the said Mortgagee in the full and just sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) DOLLARS with interest at the rate of FOUR per centum (4%) per annum, for which amount the Mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable FIVE YEARS after date. Privilege is reserved to repay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances as far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part does hereby give, grant bargain and sell, convey, transfer, release and confirm unto the party of the second part, the said Mortgagee, its successors and assigns, the following described property, to-wit;

FIRST: All those several lots, pieces and parcels of land, with the Church buildings, parsonage and all other improvements thereon, on Broadway in the Town of Frostburg, Allegany County, Maryland, which real estate is more particularly described in a deed to Alexander Sloan, et al, Trustees, from Alfred Newton et ux., dated October 15, 1859 and recorded in Liber No. 18, folio 498, one of the Land Records of Allegany County, Maryland.

LAW OFFICES
ALBERT A. DOUGLAS
CUMBERLAND, MD.

BEING also the same property which was conveyed to the Trustees of the First Presbyterian Church of Frostburg, Allegany County, Maryland, a body corporate, by deed from Archibald McDonald, Surviving Trustee, dated September 18, 1886 and recorded in Liber No. 63, folio 228 among said Land Records of Allegany County, Maryland.

SECOND: All that lot, piece or parcel of ground situate, lying and being in said Town of Frostburg, Maryland, and particularly described in a deed to Alexander Sloan et al, Trustees, from Sarah Wright, dated April 19, 1872 and recorded in Liber No. 36, folio 672 among said Land Records of Allegany County, Maryland.

BEING also the same property which was conveyed to The Trustees of The First Presbyterian Church of Frostburg, Allegany County, Maryland, etc., a body corporate, by deed from Alexander Rankin, Surviving Trustee, dated September 18, 1886 and recorded in Liber No. 63, folio 225 among said Land Records of Allegany County, Maryland.

SAVING AND EXCEPTING from the above parcels of land that strip of ground Nine (9') feet wide and One Hundred Twenty-nine (129') feet long which was conveyed to Elizabeth Wahnner by deed from The Trustees of The First Presbyterian Church of Frostburg, Allegany County, Maryland, etc., dated March 29, 1890, and recorded in Liber No. 68, folio 17 among said Land Records of Allegany County, Maryland.

ALSO SAVING AND EXCEPTING from said parcels of land, all that piece or part thereof which was conveyed by the Trustees of the First Presbyterian Church of Frostburg, Maryland, to Thomas Powell et ux., by deed dated March 7, 1895 and recorded in Liber No. 76, folio 712 among said Land Records.

SPECIAL REFERENCE is hereby made to each of the aforesaid deeds for a further description of said real estate, the rights, restrictions, covenants and trusts therein set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, the Mortgagor, its successors and assigns do and shall pay to the said party of the second part, the Mortgagee, its successors and assigns the aforesaid sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) DOLLARS together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, any and all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the

said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns or Albert A. Doub, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as

LAW OFFICES
ALBERT A. DOUB

may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including any and all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

AND the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the Church and other improvements on the hereby mortgaged land to the amount of at least Eleven Thousand and no/100 (\$11,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the corporate name of the First Presbyterian Church, of ~~the~~ ^{1st} Frostburg, Maryland, and the signature of its President, duly attested by its Secretary, with the corporate seal attached, the day and year first above written.

ATTEST:

FIRST PRESBYTERIAN CHURCH, OF FROSTBURG, MARYLAND



Margaret Richardson
Margaret Richardson, President

LAW OFFICES
ALBERT A. DOUB

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 9th. day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Margaret P. Richardson, President of the First Presbyterian Church, ~~at~~ Frostburg, Maryland, and acknowledged the foregoing mortgage to be the act and deed of said corporation, and at the same time before me also personally appeared G. Alvin Kreiling, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said G. Alvin Kreiling did further in like manner make oath that he is the Treasurer, and agent for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my Hand and affixed my Notarial Seal the day and year above written.

Ralph M. Pace
Ralph M. Pace

Ralph M. Pace
Notary Public



Compared and Signed seem
To Thige 644 Shiner Ave City
May 22 1954

FILED AND RECORDED APRIL 10, 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage. Made this 9th day of April in the year Nineteen Hundred and fifty-four, by and between

RALPH A. MICHAEL and LORNA L. MICHAEL, his wife,

of Allegany County, in the State of Maryland, part ies of the first part, and

MATHILDA McELFISH, Widow, and CHARLES D. McELFISH,

of Allegany County, in the State of Maryland, part ies of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part, as joint tenants with rights of survivorship, in the full and just

sum of Forty-eight Hundred Dollars (\$4800.00) this day loaned the parties of the first part by the parties of the second part, as joint tenants with rights of survivorship, which said sum is to be repaid with interest thereon at the rate of five per cent per annum, within five years from the date hereof, in monthly installments of Thirty-five Dollars (\$35.00) each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said payments shall be paid on one month from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part their heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Election District No. 5 in Allegany County, Maryland, and more particularly described as follows, to wit:

FIRST PARCEL: BEGINNING at two bounded white oak trees and a bounded poplar tree standing at the beginning of what was formerly known as the McElfish Farm, and running thence with the lines of the whole tract North 33-1/4 degrees West 30 perches to a planted stone in a field on the west side of a run; thence North 11-1/2 degrees East 14 perches to a planted stone on the west side of a run; thence North 27 degrees East 6-1/2 perches; thence North 61-1/2 degrees West 29 perches to the west side of the Valley Road; thence with said side of said road, North 46 degrees East 29-1/2 perches; thence crossing said road, South 48-1/2 degrees East 20-1/4 perches to a stone on the edge of what was formerly known as George Rice's Spring Run; thence South 72-1/2 degrees East 218 perches to a small bounded hickory; thence South 21 degrees West 66-1/2 perches to a stone pile; thence South 51 degrees West 49 perches to a bounded chestnut marked with 9 notches; thence South 4 degrees West 7-4/5 perches to a black oak tree; thence leaving the lines of the whole tract and running with the division line between what was formerly known as the Daniel D. McElfish Farm and the Augustine M. McElfish Farm North 24-3/4 degrees West 7-4/5 perches to a stone pile, which stone pile is South 40-1/2 degrees East 9 links and North 47-3/4 degrees East 10 links from two chestnut trees marked with three notches each; thence North 32 degrees West 138 perches to a bounded double locust; thence North 47-3/4 degrees West 5-3/5 perches to a stone planted in a corner of a fence; thence with said fence, South 79-3/4 degrees West 16 perches; thence South 58-1/4 degrees West 29-2/5 perches to the place of beginning, containing 98 acres, more or less.

SECOND PARCEL: BEGINNING for the same at a red oak tree which stands at a corner of the first parcel as hereinbefore described and the land owned by a man by the name of Chedester and running thence by a new division line South 45 degrees East 668 feet to a red bud sapling standing on the boundary line between the land formerly owned by Charles L. Wolford et ux and the land formerly owned by Daniel D. McElfish; thence with part of said boundary line reversed, North 72-1/2 degrees West 575 feet to a fence post standing in Rice's Run; thence North 48-1/2 degrees West 150 feet to a post; thence running with the Chedester property, North 47 degrees East 264 feet to the place of beginning, containing 2.4 acres, more or less.

IT being the same property which was conveyed by Matilda McElfish to the parties of the first part, herein, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

It is distinctly understood and agreed that the parties of the first part will not sell, cut or remove from the hereinbefore described and conveyed property any timber until the principal balance of this mortgage has been reduced to a sum of not less than Thirty-eight Hundred Dollars (\$3800.00). If said parties of the first part shall violate the terms of this agreement in connection with said timber cutting or selling, the balance then due on this mortgage shall immediately become due and payable at the option of the parties of the second part, and the parties of the second part

shall have a right to proceed by injunction or otherwise against any party or parties so cutting, selling or removing said timber.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of _____

----- FORTY-EIGHT HUNDRED and 00/100 ----- DOLLARS together with the interest thereon, and any future advances made as aforesaid; as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least **Forty-eight Hundred (\$4800.00)** ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

W. C. Carscaden

W. C. Carscaden

Ralph A. Michael [Seal]
RALPH A. MICHAEL

Lorna L. Michael [Seal]
LORNA L. MICHAEL

[Seal]

[Seal]

State of Maryland.
 Allegany County, to-wit:

I hereby certify, That on this 9th day of April
 in the year nineteen hundred and fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph A. Michael and Lorna L. Michael, his wife,
 and they acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared.

Matilda McElfish, Widow, and Charles D. McElfish,
 the within named mortgagees and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
 Notary Public

FILED AND RECORDED APRIL 10, 1954 at 12:05 P.M.

This Mortgage. Made this 9TH day of APRIL in the
 year Nineteen Hundred and fifty -four by and between
Paul L. Fresh and Mary L. Fresh, his wife,

of Allegany County, in the State of Maryland, part 128 of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifteen Hundred Fifty & 00/100 - - - (\$1550.00) - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



By the payment of Twenty-five & 33/100 - - - (\$25.33) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the Western half of Lot No. 118 of the Amcelle Acres Second Addition, a plat of said addition is recorded in Map Case Box No. 97 of the Land Records of Allegany County, Maryland, and described as follows, to-wit:
Description of Western Half of Lot No. 118 and entire Lot No. 119:
Beginning at a large post where a stake is called for, second corner of Lot No. 118 of Amcelle Acres Second Addition at the intersection of the South boundary line of Burkey Avenue, with the East boundary line of Elton Avenue and running then with Elton Avenue South 72 degrees 56 minutes West 150 feet to a stake, third corner of said lot; then with a portion of the third line of said lot South 16 degrees 34 minutes East 47.5 feet to a stake in said line, division corner now made; then making division line through said Lot No. 118 North 72 degrees 56 minutes East 150 feet to a stake in the first line of the first lot at Burkey Avenue; then with a portion of said line along said Avenue North 16 degrees 34 minutes West 47½ feet to the beginning, and being the Western half of said Lot No. 118.

Lot No. 119: Beginning for the same at a stone standing at the end of the third line of Lot No. 118 of the Amcelle Acres Second Addition and running then reversing said third line North 16 degrees 34 minutes West 95 feet to a stake standing on the Southeast side of Elton Avenue and running then with Elton Avenue South 72 degrees 56 minutes West 150 feet to the Southeast intersection of Elton Avenue and Grace Avenue and running then with Grace Avenue South 16 degrees 34 minutes East 95 feet to a stake standing at the end of the second line of Lot No. 117 of the said addition and running then reversing said second line North 72 degrees 56 minutes East 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George C. Frankenberry and Shirley M. Frankenberry, his wife, et al, dated the 25th day of April, 1952, which is recorded in Liber No. 240, folio 176 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at

the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Fifty & 00/100 - - - (\$1550.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Legge

Paul L. Fresh [SEAL]
Paul L. Fresh

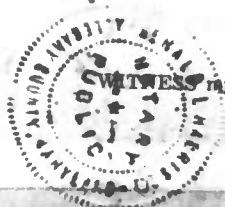
Mary L. Fresh [SEAL]
Mary L. Fresh [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of APRIL
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul L. Fresh and Mary L. Fresh, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Legge
Notary Public.

FILED AND RECORDED APRIL 10, 1954 at 12:15 P.M.

This Mortgage. Made this 9TH day of APRIL in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Nelson T. Warren, III and Doris Jean Warren, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seventy-four Hundred Seventy-five & 00/100 - - (\$7475.00) - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the date of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-one & 43/100 - - - (\$51.43) - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground situated on the
southerly side of Braddock Road opposite the Allegany Grove Camp
Ground known and designated as Lot No. 3 in Glenview Terrace
Addition and a parcel of ground adjoining thereto on the east, said
parcels being located about 5 miles westerly of the City of Cumber-
land, Allegany County, Maryland, and are more particularly described
as follows, to-wit:

Beginning for the same at a spike standing on the southerly
edge of the concrete shoulder of the Braddock Road, said spike also
standing at the end of the first line of the parcel of ground con-
veyed by Norbert J. Zeller et ux, to Robert L. Zeller by deed dated
December 20, 1946, which is recorded in Liber No. 212, folio 668,
one of the Land Records of Allegany County, Maryland, said spike
also standing North 19 degrees 43 minutes East 60.4 feet from the
most northerly corner of the dwelling standing on the aforementioned
Robert L. Zeller parcel of ground and also standing North 46 degrees
17 minutes West 61.8 feet from the northwesterly corner of the
dwelling standing on this described parcel of ground and running then
with the southerly edge of the concrete shoulder of said Braddock

Road North 57 degrees 30 minutes East 144.8 feet to a small iron pin imbedded at the edge of the concrete at the end of the first line of the deed from Norbert J. Zeller et al to John B. Steiding et ux, dated January 23, 1950, which is recorded in Liber No. 227, folio 631, one of the Land Records of Allegany County, Maryland, then with part of the second line of said Steiding deed South 32 degrees 15 minutes East 140 feet, then South 57 degrees 30 minutes West 144.8 feet to a locust stake standing at the end of the second line of the aforementioned Robert L. Zeller parcel of ground and then reversing second line North 32 degrees 30 minutes West 140 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Norbert J. Zeller and Hazel E. Zeller, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor c hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenants that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

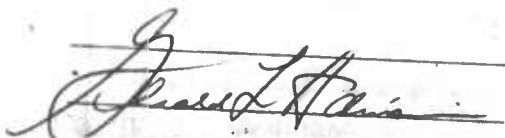
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-four Hundred Seventy-five & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

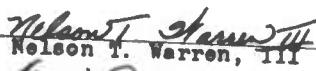

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:



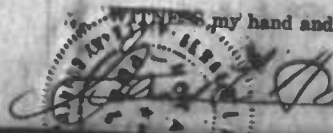
 (SEAL)
Nelson T. Warren, III
 (SEAL)
Deris Jean Warren

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9TH day of APRIL
in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Nelson T. Warren III and Deris Jean Warren, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

 my hand and Notarial Seal the day and year aforesaid.
Notary Public

Copy of *same*
 to the *St. Legge* *Atty* *Atty*
 May 27 1954

FILED AND RECORDED APRIL 10, 1954 at 12:20 P.M.

This Mortgage, Made this 9TH day of APRIL in the
 year Nineteen Hundred and ~~Forty~~ ^{Fifty-} four by and between

Frank W. Miller and Mary K. Miller, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Ten Thousand Four Hundred Forty & 00/100 - (\$10440.00) - - - Dollars which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-six & 08/100 - - - (\$66.08) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece, or parcel of land situate, lying and being in Election District No. 16, Allegany County, Maryland, and which said parcel of land is more particularly described by metes and bounds, courses and distances, as follows, to-wit:

Beginning for said parcel at a stake standing in the easterly side of Uhl Highway and at the end of the third line and the beginning of the fourth line of the whole parcel of which this is a part; and running then with said easterly side of said Uhl Highway and with the said fourth line of the said whole parcel, North 18 degrees West 90 feet to a stake standing in said line, then constructing a new line over and across the whole parcel, North 64

degrees East 210 feet, more or less, to a stake standing at the end of 95.5 feet in the second line of the whole parcel; then South 14 degrees East 90 feet to the end of said second line of the whole parcel; then with the third line of the whole parcel South 64 degrees West 203.5 feet to the point of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William Z. Kimble and Carrie M. Kimble, ^{his wife,} dated the ____ day of _____, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland

simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge

its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Four Hundred Forty & 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

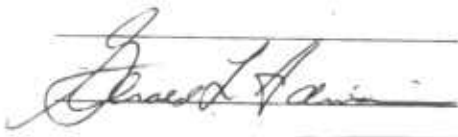
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default,


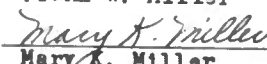
to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

in consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagor s.

Attest:



 (SEAL)
Frank W. Miller
 (SEAL)
Mary K. Miller

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of APRIL
Fifty-
in the year nineteen hundred and four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank W. Miller and Mary K. Miller, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Logg Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public

Wtzel City
Mar 24 1954

2208

FILED AND RECORDED APRIL 10, 1954 at 12:20 P.M.

This Mortgage, Made this 12th day of April
in the year Nineteen Hundred and Fifty - Four by and between

AUSTIN J. WARD and SARAH A. WARD, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars this day loaned the parties of the first part by the party of the second part, which principal sum, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part, in payments of not less than Twenty (\$20.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

hereunto assigns, the following property, to-wit:

ALL that lot or parcel of land situate, lying and being on Paca Street, in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same 75 feet 9 inches from a stone marked No. 47, North side of Paca Street and West side of South Lee Street, running thence with Paca Street, North 83½ degrees West 25 feet 3 inches, North 6½ degrees East 131 feet, South 83½ degrees

East 25 feet 3 inches, South 6½ degrees East 131 feet by a straight line to the beginning. (Original record of survey Book E, page 84, dated November 13, 1806.)

BEING the same property which by deed dated the 14th day of August, 1947, was conveyed to Austin J. Ward and Sarah A. Ward, his wife, by Ethel Ward Cunningham, et vir., and which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 216, folio 577.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part
their heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
~~executors or assigns~~ or assigns, the aforesaid sum of

Thirteen Hundred (\$1,300.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~executors or assigns~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors or
 assigns, the improvements on the hereby mortgaged land to the amount of at least
----- Thirteen Hundred (\$1,300.00) ----- Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee its successors ~~or~~ or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s.

Attest:

[Handwritten signatures]

Austin J. Ward [SEAL]
 Austin J. Ward
Sarah A. Ward [SEAL]
 Sarah A. Ward

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 12th day of April
 in the year nineteen Hundred and Fifty - Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 AUSTIN J. WARD and SARAH A. WARD, his wife,
 and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared
 JOHN H. MOSNER, Cashier of
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph D. Fisher



Notary City
May 24 1954

LIBER 304 PAGE 48

FILED AND RECORDED APRIL 12, 1954 at 2:40 P.M.

This Mortgage, Made this 12th day of
April in the year nineteen hundred and fifty-four, by and between

Leonard Henderson and Helen M. Henderson, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Leonard Henderson and Helen M. Henderson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Forty-Five Hundred (\$4500.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Leonard Henderson and Helen M. Henderson, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the South side of
Braddock Street, a 30-foot width of Street, in LaVale, about $4\frac{1}{2}$ miles
West of Cumberland, in Allegany County, State of Maryland, and more
particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the South side
of the said Braddock Street, said stake also stands at the end of the
third line of parcel of ground conveyed by Angus H. Burch, et al, to,
Kathryne M. Buckler by deed dated September 30, 1930, and recorded in
Liber No. 166, folio 182, one of the Land Records of Allegany County,
and continuing thence reversing the said third line, and with the same
extended, South 47 degrees 40 minutes East 160 feet to a stake, thence
parallel to the second line of the said Buckler parcel of ground, but
in a reverse direction, South 42 degrees 20 minutes West 36 feet to
the Northeast side of Burkhardt Street 27-8/10 feet wide, thence with
the Northeast side of Burkhardt Street, South 47 degrees 40 minutes
East 202-64/100 feet to a locust stake, thence at right angles to
Burkhardt Street, North 42 degrees 20 minutes East 136 feet to a stake,
thence at right angles to the last named line, and parallel to Burkhar
Street, North 47 degrees 40 minutes West 362-64/100 feet to an iron
stake standing on the Southeast side of Braddock Street, thence with
the Southeast side of Braddock Street, South 42 degrees 20 minutes
West 100 feet to the beginning, containing one acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Dayton Long Murphy, et al, by deed dated the 29th day of April, 1948, and recorded in Liber No. 220, folio 264, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Five Hundred (\$4500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgaged debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repairs, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Five Hundred (\$4500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Harley

Leonard Henderson (SEAL)
Leonard Henderson

Helen M. Henderson (SEAL)
Helen M. Henderson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Leonard Henderson and Helen M. Henderson, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Harley
Notary Public

Compared at: *Willed*
To *James M. Harley Atty*
Keyser W. Va. May 14 1954

FILED AND RECORDED APRIL 12, 1954 at 2:50 P.M.

PURCHASE MONEY MORTGAGE:

This Mortgage, Made this 12th day of April in the year Nineteen Hundred and Fifty Four, by and between Ruth M. Gibbs and William E. Gibbs, her husband, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Mineral County, in the State of West Virginia part 12a of the first part, and THE NATIONAL BANK OF KEYSER, W.Va. a corporation, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assigns, where the context

so requires or admit

of Mineral County, in the State of West Virginia.
part 1st of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the said mortgagee in the full and just sum of SIX THOUSAND (\$6,000.00) DOLLARS as evidenced by their promissory note of even date herewith, payable on demand after date with interest from date at the rate of Six (6) per centum per annum, and on the face of which note is the following: "A minimum of \$50.00- and the interest, to be paid on this note each month but notwithstanding the balance due on the note with interest may be called at any time".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors

do hereby give, grant, bargain and sell, convey, release and confirm unto the said The National Bank of Keyser, West Virginia, a corporation, its successors and assigns, the following property, to-wit:

All that part of Lot No. 507 of Walsh's Addition situated on the West side of Virginia Avenue and as shown on the plat of Walsh's Addition to South Cumberland, Maryland, described as follows:

BEGINNING for the same at the end of the first line of Lot No. 506 of said Walsh's Addition and running thence with the West side of Virginia Avenue, North 28- 1/4 degrees East 22 feet; thence at right angles to said Virginia Avenue and parallel to the Northerly line of Lot No. 506, North 61-3/4 degrees West 120 feet to an alley; thence with the East side of said alley, South 28-1/4 degrees West 22 feet to the Northerly line of said Lot No. 506, and with it, South 61-3/4 degrees East 120 feet to the point of BEGINNING.

Being the same real estate conveyed to Ruth M. Gibbs by deed from Gerald D. Boswell and Pluma A. Boswell, his wife, which deed is dated the 10th day of April, 1954 and is to be recorded among the Land Records of Allegany County, Maryland prior to the recordation of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Mortgagors

their

heirs, executors, administrators or assigns, do and shall pay to the said

The National Bank of Keyser, West Virginia, a corporation, its
successors
~~and assigns~~ or assigns, the aforesaid sum of Six Thousand (\$6,000.00)

Dollars, in manner and form as hereinbefore provided, and the monthly payments as herein set forth. together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____
Mortgagors, their heirs, personal representatives or _____

assessments _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____ Mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____
 _____ Ruth M. Gibbs, or to -her - -- _____ heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor. _____ their _____ representatives, heirs or assigns.

And the said Mortgagors

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its personal representatives, successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

-- Six Thousand --

-- Six Thousand - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent
of its that lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

John T. Gibbs
John T. Gibbs

Ruth M. Gibbs [SEAL]
Ruth M. Gibbs
William E. Gibbs [SEAL]
William E. Gibbs

Ruth M. Gibbs

William E. Gibbs [SEAL]

[SEAL]

THE NATIONAL BANK OF KEYSER, WEST VA., a corp
[SEAL]

P. J. Davis, Executive Vice-President.

West Virginia
State of ~~Maryland~~
Mineral
Allegany County, to-wit:

I hereby certify, That on this 12th day of April
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared Ruth
M. Gibbs and William E. Gibbs, her husband, whose names are signed to
the mortgage hereto attached, and being the within named Mortgagors,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. J. Davis,
Executive Vice President of the National Bank of Keyser, West
Virginia,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Erma J. Johnston
1-1862.

Erma J. Johnston
Notary Public

FILED AND RECORDED APRIL 12, 1954 at 2:40 P.M.

This Mortgage, made this 10th day of April, in the

year Nineteen Hundred and fifty-four, by and between

George A. Boch and Frances I. Boch, his wife,

expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, part 2nd of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted
unto the said Mortgagee in the full sum of Seven Thousand (\$7,000.00)
Dollars, which said indebtedness, together with the interest thereon
at the rate of Five (5%) per centum per annum is payable three years
after date hereof. The said Mortgagors hereby covenant and agree to
make payments of not less than Seventy-Five (\$75.00) Dollars each

month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots or parcels of ground situated on the North side of Beall Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 7, 8 and part of 9, of Block No. 6, of Rose Hill Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the South side of Patterson Avenue with the North side of Beall Street, and running then with the North side of Beall Street, South 82 degrees 35 minutes East 131-1/10 feet, then North 7 degrees 25 minutes East 95 feet to an alley 12 feet wide, and with it, North 82 degrees 35 minutes West 23-1/10 feet to the intersection of said alley, with the South side of Patterson Avenue, then with said Avenue, South 57 degrees West 131 1/2 feet, and still with said Avenue, South 46 degrees 40 minutes West 13-7/10 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Ambrose Joseph Burkey and Mary Burkey Minke, Executors, by deed dated the 10th day of April, 1954, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Seven Thousand (\$7,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his - - - - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland - - - - - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least - - - - -

Seven Thousand (\$7,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

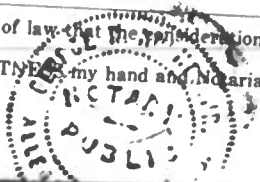
Attest:

George A. Boch (SEAL)
George A. Boch
Frances I. Boch (SEAL)
Frances I. Boch

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 12th day of April, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, George A. Boch and Frances I. Boch, his wife, the within named Mortgagor s, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESSE my hand and Notarial Seal the day and year last above written.



George A. Boch
Notary Public

FILED AND RECORDED APRIL 13, 1954 at 8:40 A.M.

This Mortgage, Made this 12th day of April in the year Nineteen Hundred and Fifty-Four, by and between EUGENE D. WEBER and MARGARET V. WEBER, his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and

GEORGE F. HAZELWOOD

of Allegany County, in the State of Maryland part 2 of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in full and just sum of Twenty-Five Hundred (\$2,500.00) Dollars, this day loaned the parties of the first part, which principal sum is to be repaid in payments of not less than Fifty-Five (\$55.00) Dollars per month, together with interest at 5% per annum to be paid and adjusted at the end of each six months period. The first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is fully paid.



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, his
heirs and assigns, the following property, to-wit:

First: ALL that lot of ground situated on Calvin Street, in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Anna Frost by deed dated October 17, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, folio 654.

Second: ALL that lot of ground situated on Frost Avenue, in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Harry F. Klavuhn, et ux., by deed dated July 24, 1948, and recorded among said Land Records in Liber No. 221, folio 482.

Third: ALL that lot of ground lying on the Southeasterly side of Yale Street, in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Frank W. Whitman, et ux., by deed dated May 31, 1951, and recorded among said Land Records in Liber No. 234, folio 133.

Reference to all of which deeds is hereby made for a more particular description of said lands by metes and bounds.

Also all their right, title and interest in and to an unnamed 12-ft. Alley which was conveyed to the parties of the first part by the following grantors and deeds:

(a) Mayor and City Council of Cumberland, Maryland, to Frank W. Whitman, et ux., by deed dated April 4, 1950, and recorded among said Land Records in Liber No. 228, folio 449.

(b) Frank W. Whitman, et ux. to the parties of the first part by deed dated March 23, 1950, and recorded among said Land Records in Liber No. 228, folio 450.

(c) Mayor and City Council of Cumberland, Maryland, to the parties of the first part by deed dated April 4, 1950, and recorded among said Land Records in Liber No. 228, folio 455.

Subject, however, to certain rights and use of said Alley in an Agreement between the parties of the first part and Ralph E. Klavuhn, et ux., dated August 5, 1952, and recorded in Liber No. 243 folio 96 of said Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part
their heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, his
executor, administrator or assigns, the aforesaid sum of

Twenty-five Hundred (\$2,500.00) Dollars

together with the interest thereon; as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or William M. Somerville, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-five Hundred (\$2,500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Mabel Ross
M. to Rich

Eugene D. Weber [SEAL]
Margaret V. Weber [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12th day of April

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Eugene D. Weber and Margaret V. Weber, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

George F. Hazelwood

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



my hand and Notarial Seal the day and year aforesaid.

Mabel Boon

Notary Public.

*Cumulative to 1954
W. Lee H. Lippert, Assoc. City
Thurs 2 + 11 54*

FILED AND RECORDED APRIL 13, 1954 at 12:45 P.M.

This Mortgage. Made this 12TH day of APRIL in the year Nineteen Hundred and Forty Five by and between

George E. Spais and Goldie E. Spais, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-six Hundred & 00/100 - - - - - (\$2600.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-two & 23/100 - - - - - (\$22.23) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that parcel of ground situated in the rear of the



property upon which now stands Frame House No. 727 Fayette Street in the City of Cumberland, Allegany County, State of Maryland, which is more particularly described by metes and bounds, as follows, to-wit:

Beginning for the same at an iron pin driven in the ground standing South 75 degrees 24 minutes East 36.5 feet from the southeasterly corner of the Stucco Hollow Tile Foundation of the Frame House which now stands on the parcel of land hereby intended to be conveyed, said House also standing in the rear of Frame House No. 727 Fayette Street, and running then North 41 degrees 7 minutes West 423.83 feet to an iron pin standing at the foot of an old fence post and running then along the line of an old original fence, (which is defined by the original posts still standing) South 50 degrees 42 minutes West 136.07 feet to the line of an old original fence and to an iron pin driven in the ground, then along the line of the fence which originally defined the westerly boundary of the property herein described, South 41 degrees 17 minutes East 426 feet to an iron pin driven in the ground, then North 50 degrees 12 minutes East 134.7 feet to the place of beginning. All courses of this description refer to the True Meridian and all distances are horizontal.

Including a right-of-way for a driveway for motor vehicles along the easterly boundary of the property in front of the within conveyed property for purposes of ingress and egress, and also an easement for sewer, water, or gas lines through said right-of-way to the within conveyed property:

Excluding, however, the small parcel of ground which was conveyed by the parties of the first part to Charles F. Rice et ux dated October 22, 1947, which is recorded in Liber 217, folio 678 one of the Land Records of Allegany County, Maryland.

Being a part of the property which was conveyed unto the parties of the first part by deed of John A. Rice dated September 6, 1946, which is recorded in Liber 211, folio 129 one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor covenants hereby warrant generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

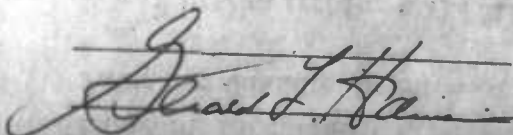
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - (\$2600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:



George E. Spels (SEAL)
George E. Spels

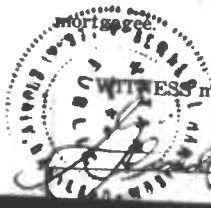
Geldie R. Spels (SEAL)
Geldie R. Spels

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12TH day of APRIL
in the year nineteen hundred and ~~thirty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George E. Speis and Geldie R. Speis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED APRIL 13, 1954 at 2:30 P.M.

This Mortgage, Made this 12th day of
April, in the year nineteen hundred and Fifty Four,
by and between
Douglas S. May and Hazel M. May, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Two Thousand Four Hundred (\$2,400.00) Dollars,
for which they have given their promissory note of even date, payable on or before
three years after date with interest at the rate of 5% per annum in monthly payments
on the principal and interest of not less than \$35.00, each monthly payment to be
applied first to interest and balance to reduction of principal, interest for the
following month to be calculated on the principal as so reduced.



And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situate, lying, and being in the City of Cumberland, Allegany County, Maryland, known and distinguished as Lot No. 10 of Section J in The Cumberland Improvement Company's Northern Addition to Cumberland, and more particularly described as follows, to-wit:

Beginning at a point on the Northern line of Sylvan Avenue, it being the end of the first line of Lot No. 9, Section J, and running thence with said Avenue, North $68\frac{3}{4}$ degrees West 50 feet; then at right angles to said Avenue,

North $21\frac{1}{4}$ degrees East 166- $\frac{1}{4}$ feet to the first line of the tract called "The Resurvey on Enterprise"; thence with said line reversed, South $60\frac{1}{2}$ degrees East 45- $\frac{1}{2}$ feet to a stone marked "S.C." planted at the beginning of said tract (see proceedings in No. 3,591 Equity in the Circuit Court for Allegany County), and being also the beginning of the deed from John Kimberly of M to George P. Schultz, dated the 10th day of November, 1817, (Liber J, folio 408); thence with part of the first line thereof, South $70\frac{1}{2}$ degrees East 5 feet to the end of the second line of said Lot No. 9; thence with said second line reversed, South $21\frac{1}{4}$ degrees West 159- $\frac{3}{4}$ feet to the beginning.

Being the same property conveyed to Douglas S. May and Hazel M. May, his wife, by Annie Elizabeth Schade in two deeds, one dated May 13, 1950, and recorded in Liber No. 229, folio 99, one of the Land Records of Allegany County, Maryland, the other, a confirmatory deed, dated December 7, 1950, and recorded in Liber No. 232, folio 202, one of said Land Records. Reference to said deeds is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Two Thousand Four Hundred (\$2,400.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Two Thousand Four Hundred (\$2,400.00)- - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Douglas S. May (SEAL)
Douglas S. May
Hazel M. May (SEAL)
Hazel M. May

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 12th day of April, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Douglas S. May and Hazel M. May, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Sudley
Notary Public

Compared and Mailed *Lucas*
To *Mt Gre City*
May 24 1954

FILED AND RECORDED APRIL 13, 1954 at 2:55 P.M.
PURCHASE MONEY MORTGAGE

PURCHASE MONEY

This Mortgage, Made this 13th day of April in the year Nineteen Hundred and Fifty-Four, by and between

GEORGE C. SCHOENADEL and VIVIAN H. SCHOENADEL, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and THE SECOND NATIONAL BANK of CUMBERLAND, a national banking corporation, with its principal place of business in Cumberland,

~~xxx~~ in Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the said party of the second part in the full and just sum of SEVEN HUNDRED (\$700.00) DOLLARS, with interest at the rate of Five (5%) percent per

annum, computed computed monthly on the unpaid balances, said indebtedness to be amortized by the payment of at least Thirty (\$30.75) Dollars and seventy-five cents per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the entire principal together with the interest accruing thereon is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said indebtedness, principal and interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, in sums not less than the amount of one installment.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, their successors,

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the southwesterly side of North Center Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number Fourteen, in Beall's First Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the southwesterly side of North Center Street at the end of thirty feet on the first line of said whole lot Number Fourteen, and running thence with said side of North Center Street, North sixty-five degrees West thirty-six feet to a stone standing on the easterly side of White Oak Alley, then with said alley, South $24\frac{1}{2}$ degrees West 94 feet, then South 60 degrees East 36 feet to the end of the third line of said whole lot conveyed to Charles M. Pferdeort by Christina Hannell, by deed dated March 30, 1901, and recorded in Liber No. 89, folio 274, of the Land Records of Allegany County, and running thence with the fourth line of said lot,

South sixty-five degrees East to the place of beginning.

IT BEING the same property conveyed unto the parties of the first part by Helene Angela Noon by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successor,

executor, administrator or assigns, the aforesaid sum of SEVEN HUNDRED (\$700.00)

DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors,

heirs, executors, administrators and assigns, or Peter J. Carpentieri, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN HUNDRED (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~their~~ or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors on the day and year first above written.

Attest:

Angela A. McChesney
Angela A. McChesney

George C. Schoenadel (SEAL)
George C. Schoenadel
Vivian H. Schoenadel (SEAL)
Vivian H. Schoenadel

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 13th day of April in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George C. Schoenadel and Vivian H. Schoenadel, his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President and agent, duly authorized for such purposes, of the aforesaid The Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph D. Schenkel
Notary Public

Comptroller of the Treasury
To Geo. H. Legge Acty. City
May 27 1954

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M.

This Mortgage, Made this 13TH day of APRIL in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Paul L. Bennett and Florence G. Bennett, his wife, and

Eliza V. Bennett, widow,

of Allegany County, in the State of Maryland

part les of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Twelve Hundred Fifty & 00/100 - - - (\$1250.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirteen & 88/100 - - - (\$13.88) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract, piece and parcel of land lying in Election District No. 2, Allegany County, Maryland, described as follows, to-wit:

Being part of a tract of land called "Two Taverns" which was conveyed to J. B. Hoyt & Co., June 18, 1875, beginning for the part of said whole tract hereby conveyed at the beginning trees of a tract of land called "Freedom Extended," resurveyed for Sylvanus Bennett May 31, 1832, and running then with the given line thereof South 47 1/2 degrees West 35 perches; then South 53 1/4 degrees East 38 perches to a bounded white oak and chestnut oak near the top of Green Ridge, and on the west side thereof, and to the 11th line of the whole tract aforesaid, called "Two Taverans" then with said 11th line reversed, as corrected to calls, North 37 degrees East 173 perches to the Maryland and Pennsylvania State Line, and with said state line as corrected by magnetic variation, North 86 1/2 degrees West 190 perches to intersect a line drawn North 34 degrees West from the beginning, containing 78 acres of land, more or less, it being the same tract and parcel of land conveyed by and described in a deed from John Peole and wife to the said Thornton Peole, said

deed bearing date the 8th day of March, 1919, and recorded in Liber No. 127, folio 263 one of the Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto Paul L. Bennett and Florence G. Bennett, his wife, by deed of Eliza V. Bennett, widow, dated February 24, 1950, recorded in Liber 228, folio 152 one of the Land Records of Allegany County, Maryland, the said Eliza V. Bennett having retained a life estate in property, written in the aforesaid deed, together with the privilege of making her home on the herein described premises during the remainder of her natural life.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Fifty & 00/100 - - (\$1250.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

[Signature]

Paul L. Bennett (SEAL)
Paul L. Bennett

Florence G. Bennett (SEAL)
Florence G. Bennett

Eliza V. Bennett (SEAL)
Eliza V. Bennett

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13TH day of APRIL

in the year nineteen hundred and Twenty-Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul L. Bennett and Florence G. Bennett, his wife, and Eliza V. Bennett, widow,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Notary Public

Compared and *Yours Truly*
To *Geo. H. Legge Acty City*
May 24 1954

LIBER 304 PAGE 70

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M.

This Mortgage, Made this 13TH day of APRIL in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Maurice B. Early and Ruth E. Early, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Seventy-one Hundred Seventy-five & 00/100 - - (\$7175.00) - - Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-six & 75/100 - - - (\$56.75) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated east of the Oldtown Road about $1\frac{1}{2}$ miles south of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a locust stake standing on the seventh line of the whole property of which this is a part as conveyed by John C. Cage et ux to Maurice B. Early et ux by deed dated April 4, 1946, which is recorded in Liber 208, folio 88, one of the Land Records of Allegany County, Maryland, said stake also stands North 61 degrees 4 minutes West 60.5 feet from the southwest corner of the dwelling situated on the adjoining property formerly owner by the said Maurice B. Early et ux, and North 84 degrees 31 minutes West 52.5 feet from the northwest corner of the said dwelling, and running then across the said whole property South 2 degrees 41 minutes West 177.1 feet to a locust stake standing on the north side of a lane and also on the third line of the aforementioned Maurice B. Early whole property, then reversing the lines of the said Maurice B. Early deed as surveyed in 1946 and the original corners and with the north side of the said lane North 86 degrees 29 minutes West 110.7 feet to a stake at the gate post, then leaving the said lane North 5 degrees 33 minutes West 96.8 feet to an angle iron, then North 5 degrees 33 minutes West 96.8 feet to an angle iron, then North 5 degrees 20 minutes East 79.25 feet to an iron stake at the beginning of the aforementioned whole property, and then South 87 degrees 23 minutes East 121.4 feet to the beginning, containing .47 of an acre, more or less.

Excepting a 12 foot right of way over the property herein described at its southern end as an outlet from that property previously conveyed by Maurice B. Early et ux to Dallas W. Nite by deed dated July 1, 1953, which is recorded in Liber 251, folio 175, one of the Land Records of Allegany County, Maryland, to the right of way granted by Joseph Pollock et ux to John C. Cage et ux by deed dated April 13, 1940, which is recorded in Liber 186, folio 271, one of the Land Records of Allegany County, Maryland, as an

outlet from the said Dallas W. Hite property and the property herein described to the Oldtown Road.

Being part of the property which was conveyed by John C. Cage et ux to Maurice B. Early et ux by deed dated April 4, 1946, which is recorded in Liber No. 208, folio 88, one of the Land Records of Allegany County, Maryland.

Also including that certain right of way which is more fully described in a deed from Joseph Pollock et ux to John C. Cage et ux dated April 13, 1940, which is recorded in Liber 186, folio 271, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ~~on their part~~ to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-one Hundred Seventy-five & 00/100 --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

[Signature]

Maurice B. Early (SEAL)
Maurice B. Early

Ruth E. Early (SEAL)
Ruth E. Early

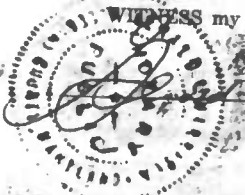
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13TH day of APRIL
in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Maurice B. Early and Ruth E. Early, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



[Signature]
Notary Public

FILED AND RECORDED APRIL 14, 1954 at 1:55 P.M.
PURCHASE MONEY

This Mortgage. Made this 13TH day of APRIL in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Herman L. Douthitt and Ella J. Douthitt, his wife,

of Allegany County, in the State of Maryland

part ~~1st~~ of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

~~Whereas~~, the said mortgagee has this day loaned to the said mortgagor s, the sum of Nine Hundred Fifty & 00/100 - - - - - (\$950.00) - - - - - Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the date of 5 1/2 per cent. per annum, in the manner following:

By the payment of Eighteen & 14/100 - - - - - (\$18.14) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All these lots, pieces or parcels of ground lying and being on the southeasterly side of McKay Place, known and designated as Lots Nos. 177 and 178 in Cresap Park Addition, Cresaptown, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 10 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southeasterly side of McKay Place at the end of the first line of Lot No. 176 in said addition, and running then with McKay Place North 59 degrees East 85 feet, then South 31 degrees East 175 feet to a 10 foot alley, then with said alley South 59 degrees West 85 feet to the end of the second line of said Lot No. 176 and then reversing said second line North 31 degrees West 175 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Leslie B. Shirley and Alice E. Shirley, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

And the said mortgagor s further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred Fifty & 00/100 - - - (\$950.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

[Signature]

Herman L. Douthitt (SEAL)
Herman L. Douthitt

Ella J. Douthitt (SEAL)
Ella J. Douthitt

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13TH day of APRIL

in the year nineteen hundred and ~~twenty~~ Forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Herman L. Douthitt and Ella J. Douthitt, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public

May 24 1954

FILED AND RECORDED APRIL 14, 1954 at 2:50 P.M.

This Mortgage, Made this 13th day of April,
in the year Nineteen Hundred and Fifty-four, by and between

THEODORE NINES and BETTY L. NINES, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND,
a national banking corporation, having its principal office in
Cumberland,



xx Allegany County, in the State of Maryland,
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of ELEVEN HUNDRED DOLLARS (\$1,100.00) with interest from date at the rate of six per cent (6%) per annum, which said sum the parties of the first part covenant and agree to pay in equal monthly installments of TWENTY FIVE DOLLARS and EIGHT FOUR CENTS (\$25.84) on account of interest and principal, beginning on the 15th day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of the principal of the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, ~~the said~~ and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage ~~to give, grant, bargain and sell, convey, release and confirm unto the said~~ indebtedness and not exceeding in the aggregate the sum of Five Hundred Dollars (\$500.00), and not to be made in an amount which would cause the principal indebtedness to exceed the original amount thereof, ~~to give, grant, bargain and sell, convey, release and confirm unto the said~~ and to be used for paying the cost of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

All that certain lot, piece or parcel of land situate, lying and being along the westerly side of Ford Avenue, in the City of Cumberland, Allegany County, Maryland, and being a part of Walsh's Addition to South Cumberland, and being described by metes and bounds and courses and distances as follows, to wit:

BEGINNING for the same at a point along the Westerly side of said Ford Avenue distant 238 feet measured in a Northerly direction along the Westerly side of said Ford Avenue from the end of

the first line of Lot Number One, which was conveyed by August Frost et ux to Earl F. Bridges et ux by deed dated April 10, 1924, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 146, folio 601, and running thence with the Westerly side of said Ford Avenue, North 18 degrees 45 minutes East 41 feet to the Southerly side of Orlando Street; thence with the Southerly side of said Orlando Street and at right angles to Ford Avenue, North 71 degrees 15 minutes West 473 feet (more or less) to a point on the 32nd line of that part of the whole tract conveyed by Elizabeth Dick to John P. Ingle et al by deed dated June 22, 1838, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. W, folio 262; thence with part of the said 32nd line, South 12 degrees 48 minutes West 41-1/4 feet (more or less) to intersect a line drawn North 71 degrees 15 minutes West from the place of beginning; thence reversing said intersecting line, South 71 degrees 15 minutes East 461- 3/4 feet to the place of beginning.

IT BEING the same property conveyed by Charles W. Offord and Bessie M. Offord, his wife, to Theodore Nines and Betty L. Nines, his wife, by deed dated May 2, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 225, folio 12.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns.

SECRETARY OF THE COURT, the aforesaid sum of Eleven Hundred Dollars
(\$1,100.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of
the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors and assigns,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Parties of the first part, their

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor to their representatives, heirs or assigns.

And the mid portion of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred Dollars (\$1,100.00) ~~Dollars~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~their~~ or assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest:

A. H. TIE
T. H. TIE

Theodore Nines [SEAL]
Theodore Nines

[SEAL]

Betty L. Nines [SEAL]
Betty L. Nines

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 13th day of April in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

THEODORE NINES and BETTY L. NINES, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared A. W. TINDAL, President of The First National Bank of Cumberland,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the President of said bank and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal the day and year aforesaid.



Nancy W. Odes
My Commission Expires May 2, 1955 Notary Public.

red and Mailed 184444
To Fitzgib. The Savings Bank
May 27 1954

FILED AND RECORDED APRIL 14, 1954 at 2:50 P.M.
PURCHASE MONEY

This Mortgage. Made this 9th day of April
in the year Nineteen Hundred and Fifty-four, by and between

ROBERT L. MILLER and CATHERINE ELAINE MILLER, his wife,

of Allegheny County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,

MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

of Allegheny County, in the State of Maryland

part of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide
indebted unto the party of the second part in the full and just sum
of FORTY FIVE HUNDRED DOLLARS (\$4,500.00) with interest from date at
the rate of four and one-half per cent (4-1/2%) per annum, which said
sum is part of the purchase price of the property hereinafter described,
and this mortgage is hereby declared to be a purchase money mortgage,
and which said sum the said parties of the first part covenant to pay
in equal monthly installments of Thirty Four Dollars and forty three
cents (\$34.43) on account of interest and principal, beginning on the
9th day of May, 1954, and continuing on the same day of
each and every month thereafter until the whole of said principal and
interest is paid. The monthly payments shall be applied, first, to the
payment of interest, and secondly, to the payment of the principal of
the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, its successors and assigns,

and assigns the following property, to-wit:

All that lot or parcel of land situate, lying and
being in Mount Savage, Allegheny County, Maryland, and more particularly
described as follows, to-wit:

BEGINNING for the same at the end of the fourth
line of the lot owned by John P. Farrel, from which said beginning
Mattingly's store lies South 62 degrees 03 minutes West 66-7/10 feet,
a correction of 18 minutes from the said John P. Farrel deed, thence
from said corner reversing the fourth line of the said John P. Farrel
deed North 33 degrees 27 minutes West 48-7/10 feet to corner, thence
North 25 degrees 22 minutes West 127-6/10 feet to a stone wall, the
end of the second line of said John P. Farrel's lot, thence North 75
degrees 45 minutes East 54-3/10 feet to a wooden stake, thence South
26 degrees 45 minutes East 169 feet which is the second line of the

Robert Graham lot reversed with a correction of 36 minutes for variation, thence South 64 degrees 30 minutes West 56-1/2 feet to the beginning, containing 1/5 of an acre, more or less.

IT BEING the same property conveyed by the heirs of Charles E. Noonan, deceased, to the parties of the first part by deed dated the 2nd day of March, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said Party of the second part, its successors and assigns,

~~executors, administrators or assigns~~ the aforesaid sum of Forty Five Hundred Dollars (\$4,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors and assigns,

~~heirs, executors, administrators or assigns~~ or Matthew J. Mullaney, its ~~heirs, executors, administrators or assigns~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Dollars (\$5,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its ~~the~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Betty Blank
Betty Blank

Robert L. Miller [SEAL]
Robert L. Miller [SEAL]

Catherine Elaine Miller [SEAL]
Catherine Elaine Miller [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of April

in the year nineteen Hundred and Fifty - four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

ROBERT L. MILLER and CATHERINE ELAINE MILLER, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared RAYMOND L.
HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage,
the within named mortgagee, and made oath in due form of law, that the consideration in said
is true and bona fide as therein set forth; and he further made oath in
law that he is the Cashier of said bank and is duly
authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Betty Blank
Notary Public.

Compared and ~~seen~~ Delivered
To *Geo. H. Lippert, City*
May 24 1954

LIBER 304 PAGE 82

FILED AND RECORDED APRIL 15, 1954 at 8:50 A.M.

PURCHASER

This Mortgage. Made this 14TH day of APRIL in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Joseph B. Harris, single, Max Harris and Mattie

B. Harris, his wife,

of Monongalia County, in the State of West Virginia

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-seven Hundred & 00/100 - - - - (\$8700.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-nine & 85/100 - - - (\$59.85) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground located in Glen-Jean Addition to the City of Cumberland, Allegany County, Maryland on or near Bedford Street and known and designated as Lot No. 44 and 45 in said addition which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection formed by the easterly side of Detroit Drive with the northerly side of Blake Terrace, said point of beginning ^{being} also distant 30 feet measured on a line drawn North 54 degrees 15 minutes West from the end of the first line of Lot No. 40 in said Addition, and running then with the northerly side of Blake Terrace North 35 degrees 45 minutes East 141.52 feet, then at right angles to Blake Terrace North 54 degrees 15 minutes West 106.92 feet to the southeasterly side of Detroit Drive, then with the southeasterly side of Detroit Drive South 11 degrees 03 minutes West 113.95 feet, and then still with the southeasterly side of Detroit Drive with a curve to the left for a distance of 74.4 feet (the radius of which curve is 65.28 feet) to the place of beginning.

Including a right-of-way for the purpose of ingress and



egress over a 30 foot wide road way leading from the Bedford Road and known as Detroit Drive, said road way extending to and beyond the herein granted property.

Being the same property which was conveyed unto Joseph B. Harris by deed of Edythe D. Blake et al dated April 2, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagors s further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-seven Hundred & 00/100 - - (\$8700.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place each policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors s as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagors.

Attest:

State of Md.
Monocaher County
Mary B. Harris
Notary

My Commission Expires Feb.



Joseph B. Harris (SEAL)
Joseph B. Harris

Max Harris (SEAL)
Max Harris

Mattie B. Harris (SEAL)
Mattie B. Harris

Mattie B. Harris (SEAL)
Mattie B. Harris

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15TH day of APRIL

in the year nineteen hundred and XXX Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph B. Harris, single,

the said mortgagor herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

STATE OF WEST VIRGINIA

MONONGALIA COUNTY

I HEREBY CERTIFY, that on this 14 day of April, 1954,
before me, the subscriber, a Notary Public of the State of West Virginia,
in and for said County, personally appeared Max Harris and Mattie B.
Harris, his wife, the said mortgagors herein and they acknowledged the
aforegoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires Feb. 12, 1957

Mary B. Harris
Notary Public

FILED AND RECORDED APRIL 15, 1954 at 8:50 A.M.

This Mortgage. Made this 14TH day of APRIL in the
year Nineteen Hundred and ~~XXXX~~ Fifty-four by and between

James K. Keerner and Margaret V. Keerner,

his wife,

of Allegany County, in the State of Maryland

part 100 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Forty-five Hundred Fifty & 00/100 - - - (\$4550.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five & 50/100 - - - (\$45.50) - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,

release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the southerly side of Waverly Terrace known and designated as part of Lot No. 161 in the Cumberland Improvement ^{Company's} Eastern Addition to the City of Cumberland, a plat of which said addition is recorded in Liber No. 88, folio 65, among the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake on the southerly side of Waverly Terrace at the end of the first line of Lot No. 160 in said addition and running then with said street North 69½ degrees East 50 feet, then South 20 ¾ degrees East 92.33 feet to the end of the first line of a deed from Clorie Van Oredale to Elizabeth G. Mongold dated March 14, 1950, which is recorded in Liber 228, folio 269, one of the Land Records of Allegany County, Maryland, and then reversing said first line of said deed South 67 degrees 12 minutes West 53.31 feet to intersect the division line between Lots Nos. 160 and 161 in said addition and then with said division line North 23 degrees 45 minutes West 94 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Clorie Van Oredale (single) dated June 20, 1950, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 229, folio 524.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagee hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagee, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagee may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagee hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-

est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

James K. Koerner (SEAL)
James K. Koerner
Margaret V. Koerner (SEAL)
Margaret V. Koerner

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14TH day of APRIL

in the year nineteen hundred and ~~1944~~ Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James K. Koerner and Margaret V. Koerner, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act

and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and ~~made~~ delivered

To *Nutley City*
May 4 1954

FILED AND RECORDED APRIL 15, 1954 at 9:30 A.M.

This Mortgage, Made this 14th day of April in the year nineteen hundred and fifty-four, by and between

Adair F. White and Lora L. White, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Adair F. White and Lora L. White, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Nine Hundred (\$4900.00) -----Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Adair F. White and Lora L. White, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two lots or parcels of ground known as Lots Nos. 95 and

97 of the Bannockburn Addition to the City of Cumberland, Maryland, which said lots are more particularly described as follows, to-wit:

LOT NO. 96: BEGINNING at the intersection of the South side of Michigan Avenue with the East side of Lagonda Street, and running thence with the South side of said Avenue, South 47 degrees 30 minutes East, 77.3 feet, thence South 42 degrees 30 minutes West 100 feet to the North side of an alley 12 feet wide, thence with the North side of said alley, North 47 degrees 30 minutes West 51.9 feet to the East side of Lagonda Street, thence with the East side of said Street, North 28 degrees 18 minutes East, 103.1 feet to the beginning.

Being the same property conveyed by Mary E. Hubbs, widow, unto the said Mortgagors by deed dated the 26th day of September, 1944, and recorded in Liber No. 201, folio 459, one of the Land Records of Allegany County.

LOT NO. 97: BEGINNING at a point on the South side of Michigan Avenue at the end of the first line of Lot No. 96, and running thence with the South side of said Avenue, South 47 degrees 30 minutes East 40 feet, thence South 42 degrees 30 minutes West 100 feet to an alley 12 feet wide, thence with the North side of said alley, North 47 degrees 30 minutes West 40 feet to the end of the second line of Lot No. 96, and thence with it reversed, North 42 degrees 30 minutes East 100

feet to the beginning.

Being the same property conveyed by William V. Fairall and Mary E. Fairall, his wife, unto the said Mortgagors by deed dated the 4th day of April, 1952, and recorded in Liber No. 239, folio 418, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Nine Hundred (\$4900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the

day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Nine Hundred (\$4900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Adair F. White (SEAL)
Adair F. White

Lora L. White (SEAL)
Lora L. White

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 14th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Adair F. White and Lora L. White, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year written.



James M. Loring
Notary Public

Compared and Mailed *correct*
 To *Mtge 106 Liberty City*
May 24 1954

FILED AND RECORDED APRIL 15, 1954 at 3:40 P.M.

PURCHASE MONEY

This Mortgage. Made this 15th day of April,
 in the year Nineteen Hundred and fifty-four, by and between

HOWARD C. WAGNER and LOUELLA B. WAGNER, his wife,

of Allegany County, in the State of Maryland,
 part ies of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland,
 part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-two Hundred Dollars (\$2200.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$36.47 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and known as the easterly portion of Lots Nos. 459 and 460 on a plat of the Cumberland Improvement Company's Eastern Addition, which plat is recorded in Deeds Liber 117, folio 731 among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:-

BEGINNING FOR the same at a stake standing at the end of the second line of a deed from Silas Elbin et ux to Amos E. Johnson et al dated April 8, 1927, and recorded in Deeds Liber 155, folio 119 among the Land Records of Allegany County, Maryland, which said stake also stands on the division line between Lots Nos. 460 and 461 of said Addition at the end of a line drawn North 40 degrees East 51 feet from a point where said division line intersects the easterly side of Reynolds Street, thence continuing with said division line and running to the end thereof, North 40 degrees East 80 feet to the westerly side of Willowbrook Road (formerly known as the Neil Road); thence with said side of said Willowbrook Road, North 50 degrees West 84 feet; thence South 40 degrees West 69 feet to the end of the third line in the aforementioned Elbin - Johnson deed; thence with said third line reversed South 41 degrees 32 minutes East 84.72 feet to the place of beginning.

IT being the same property which was conveyed to Howard C. Wagner and Louella B. Wagner, his wife, by Silas Elbin and Ada Ruth Hamburg, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of

this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part his executor, administrator or assigns, the aforesaid sum of _____

- - - TWENTY-TWO HUNDRED DOLLARS - - - - - (\$2200.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party _____ of the second part, his _____ heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor.

Witness:

W. B. Cassel
W. B. Cassel

Howard C. Wagner. [Seal]
HOWARD C. WAGNER

Luella B. Wagner [Seal]
LOUELLA B. WAGNER

[30aT]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of April
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Howard C. Wagner and Louella B. Wagner, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Cathy Ann Slavin
Notary Public

FILED AND RECORDED APRIL 17, 1954 at 9:05 A.M.

PURCHASE MONEY

This Mortgage, Made this 16th day of April
in the year Nineteen Hundred and Fifty-four, by and between

JAMES G. NEILSON and RUTH L. NEILSON, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

JOHN STEWART and LILLIAN S. STEWART, his wife,

of Allegany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

*Copy sent to Mr. J. H. ...
39 N. ...
Mtg. ...
Showing ...
They ...*

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Twelve Thousand Dollars (\$12,000.00) this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$101.28 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The aforementioned payments are merely minimum payments and the amount thereof may be increased at any time by the parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part their heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being on the southerly side of McCulloh Street in Frostburg, Allegany County, Maryland, which is more particularly described as follows, to wit:-

BEGINNING for the same at a stake standing on the southerly side of McCulloh Street at the end of 305 feet on the third line in a deed from Robert Gerson et ux to William Ludwig Neilson et ux, et al, dated June 27, 1945, and recorded in Deeds Liber 204, folio 489 among the Land Records of Allegany County, Maryland, and running thence with said side of said McCulloh Street, South 22 degrees 17 minutes East 5 feet to the end of said third line; thence continuing with said side of said McCulloh Street, South 47 degrees 7 minutes East 37.5 feet; thence still with said side of said McCulloh Street, South 62 degrees 52 minutes East 137.85 feet; thence leaving said McCulloh Street and running through Lot No. 120, South 27 degrees 8 minutes West 165 feet to a 16-foot alley; thence South 62 degrees 52 minutes East 15.5 feet to a point on the sixth line of the aforementioned Gerson - Neilson deed; thence with part of said sixth line and also the seventh, eighth, ninth, tenth and part of the eleventh lines of the aforementioned deed, South 23 degrees 16 minutes West 61 feet; thence North 23 degrees 46 minutes West 45 feet; thence North 33 degrees 11 minutes East 25.9 feet; thence North 57 degrees 10 minutes West 34 feet; thence South 66 degrees 16 minutes West 36.5 feet to the C & P Railroad Company right-of-way; thence with said right-of-way, North 22 degrees 44 minutes West 222.4 feet; thence leaving said right-of-way, North 68 degrees 35 minutes East 89 feet to the place of beginning, true meridian courses and horizontal distances being used throughout.

IT being the same property which was conveyed by William Ludwig Neilson et ux, et al to James G. Neilson et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed. The said parties of the first part also acquired an undivided one-third interest in said property under a deed from Robert Gerson et ux to James G. Neilson et ux, et al, which is dated June 27, 1945, and recorded in Deeds Liber 204, folio 489 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ies of the second part their executor, administrator or assigns, the aforesaid sum of

- - - TWELVE THOUSAND DOLLARS - - - - - (\$12,000.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest

thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

W. H. Clouse
W. H. Clouse

James G. Neilson [Seal]
JAMES G. NEILSON
Ruth L. Neilson [Seal]
RUTH L. NEILSON

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of April in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James G. Neilson and Ruth L. Neilson, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

John Stewart and Lillian S. Stewart, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Cathy Ann
Notary Public

Compared and Mailed *Debtor's*To *Mrs. Barton, Md.*
May 24 1954

FILED AND RECORDED APRIL 17, 1954 at 10:45 A.M.

This Mortgage. Made this TWELFTH day of April
in the year Nineteen Hundred and Fifty Four by and between
Raymond William Frenzel and Violet Evelyn Frenzel, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and The First National Bank of Barton, Maryland
a Corporation, duly organized under the Banking laws of Maryland, and the
United States of America,

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said
party of the second part for money borrowed in the sum of SIXTEEN HUNDRED DOLLARS
(\$1,600.00), as evidenced by the Promissory Note of the said parties of the first
part dated of even date herewith, made payable unto the order of the said party
of the second part, ON DEMAND, with interest at the rate of Six Percent per Annum,
in the amount of SIXTEEN HUNDRED DOLLARS, (\$1,600.00), and

WHEREAS, the said parties of the first part have agreed to execute this
Mortgage as security for the aforesaid note.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors and

~~assigns~~ assigns, the following property, to-wit:

All of that certain lot in the "Harris Addition" to the Town of Barton,
in Allegany County, Maryland, being a plan of lots surveyed and laid out by
Daniel Christola and recorded in Liber No. 41, Folio 943, of the Land Records
of Allegany County, and described as consisting of part of Lot No. 34 and all of
Lot No. 31, as described by metes and bounds in that certain deed made by
George W. Frenzel et ux., unto the said parties of the first part herein, dated
July 29th, 1937, and recorded among the Land Records of Allegany County,
Maryland, in Liber No. 178, Folio 387.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, and

executor, administrator or assigns, the aforesaid sum of SIXTEEN HUNDRED DOLLARS

(\$1,600.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and

heirs, executors, administrators and assigns, or Horace P. Whitworth Sr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

SIXTEEN HUNDRED & .00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors and assigns, to the extent of its ~~the~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Kenneth R. Meltzer
Kenneth R. Meltzer
Kenneth R. Meltzer

Raymond William Frenzel [SEAL]
Raymond William Frenzel
Violet Evelyn Frenzel [SEAL]
Violet Evelyn Frenzel

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Twelfth day of April
in the year nineteen Hundred and Fifty Four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Raymond William Frenzel and Violet Evelum Frenzel, his wife,
and have acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared
Patrick A. Laughlin, President of First National Bank of Barton, Maryland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is authorized to act
for the said First National Bank of Barton, Maryland,

WITNESS my hand and Notarial Seal the day and year aforesaid.

Kenneth A. Mallow
Notary Public.

Compared and Mailed Hickory

To Mtger City
May 24 19 54

FILED AND RECORDED APRIL 17, 1954 at 11:05 A.M.

THIS MORTGAGE, Made this 14th day of April, 1954, by
and between AUSTIN MALLOW and GLADYS E. MALLOW, his wife, of
Allegany County, Maryland, parties of the first part, and THE
FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly
organized under the laws of the United States, party of the second
part, WITNESSETH:

WHEREAS, the parties of the first part are justly and
bona fide indebted unto the party of the second part in the full
and just sum of One Thousand Three Hundred (\$1,300.00) Dollars,
with interest from date at the rate of six per cent (6%) per annum,
which said sum the said parties of the first part covenant and
agree to pay in equal monthly installments of Fourteen Dollars





and Forty Three Cents (\$14.43) on account of interest and principal, payments to begin on the 15th day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, release, convey and confirm unto the said party of the second part, its successors and assigns, the following two pieces or parcels of land:

FIRST: ALL that tract and parcel of land lying on the east side of Green Ridge, in Allegany County, Maryland, described as follows:

ALL that tract and parcel of land conveyed by and described in a deed from Frank Billmeyer and wife to John Pool, said deed bearing date the 5th day of April, 1906 and recorded in Liber No. 99, folio 429, one of the Land Records of Allegany County, Maryland, to which deed a reference is hereby particularly made for a fuller description of said property by metes, bounds, courses and distances, to have the same effect as if set forth fully herein

SECOND: ALL that lot or parcel of land lying in District No. 1, Allegany County, Maryland, it being a part of a tract of land conveyed to John Poole by Frank Billmeyer and wife, by deed dated the 5th day of April, 1906 and recorded in Liber No. 99, folio 429, among said Land Records, and described as follows:

BEGINNING at a stake witnessed by 3 black oaks, standing at the end of 31-3/4 perches on the fourth line of the aforesaid whole tract, and running with said fourth line as surveyed in 1906, South 32 degrees West 10 perches, then South 61-3/4 degrees

East 8 perches and 11 links to a black oak marked with 6 notches, and standing near Thornton Poole's house (as of April 9, 1924) North 42 degrees East 6 perches to a stake by a fence; then North 37 degrees West 10 perches to the beginning; containing 73 square rods of land, more or less.

The above described parcels of land being the same property conveyed to the first parties by Thornton Poole and Nettie C. Poole, his wife, by deed dated the 9th day of November, 1944, and recorded upon the Land Records of Allegheny County, Maryland, in Liber 202, folio 140.

EXCEPTING, however, from the operation of this mortgage the following parcels of land which have been conveyed away from the hereinbefore described property:

(1) Parcel conveyed from John C. Poole and wife to David Diehl by an undated deed, acknowledged June 13, 1910 and recorded September 6, 1910, in Liber 106, folio 578, consisting of fifty acres, more or less.

(2) Parcel conveyed by deed dated June 10, 1924 from John Poole and wife to The Assembly of God, of Green Ridge, Maryland, recorded in Liber 147, folio 425, consisting of 1-1/4 acres.

(3) By Agreement with Dennis Wigfield at al., dated May 8, 1931, John Poole and wife and Thornton Poole conveyed sufficient property to open a new road, 20 feet in width, from near the Poole house to the Green Ridge Road. This Agreement also provided for the closing of an existing road through the Poole property, and is recorded in Liber 165, folio 543.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Three Hundred (\$1,300.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the

covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed

and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Three Hundred (\$1,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Austin Mallow (SEAL)
Austin Mallow

A. A. Helmick

Gladys E. Mallow (SEAL)
Gladys E. Mallow

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 14th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared AUSTIN MALLOW and GLADYS E. MALLOW, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

A. A. Helmick
Notary Public

My Commission expires May 2, 1955



Compared and Mailed *Delivered*
To *Wm. J. Froberg*
May 24 1954

FILED AND RECORDED APRIL 17, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 15th. day of April, 1954

Marvin A. PENNINGTON & Mildred W. PENNINGTON, his wife, by and between
of Frostburg, Allegany County in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of
Twelve Hundred twenty - - - - - 70/00 \$ 1,220.70

which is to be repaid in 21 consecutive monthly installments of \$ 58.20 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Frostburg, Allegany County, Maryland (214 First St.) known as

Lot Number Twenty-nine (29) in Hitchens' Second Addition to the City of Frostburg
and more fully described in a Deed from Clarence O. WORKMAN, et ux dated July 23, 1951
recorded among Land Records of Allegany County, Maryland Liber 234 Folio 522

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor S their heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor S their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor S their representatives, heirs or assigns.

WITNESS our hand S and seal S

ATTEST:

Ralph M. Race
Ralph M. Race



Marvin A. Pennington (SEAL)
Marvin A. PENNINGTON

Mildred W. Pennington (SEAL)
Mildred W. PENNINGTON

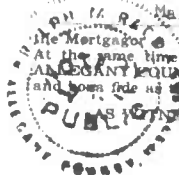
STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th. day of April, 1954

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Marvin A. Pennington & Mildred W. Pennington

the Mortgagor S named in the foregoing mortgage and, they acknowledged the foregoing mortgage to be their act
At the same time also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

Ralph M. Race
Ralph M. Race Notary Public

Compared and Mailed *Delivered*
 To *Mtge Frostburg Md*
May 24 1954

FILED AND RECORDED APRIL 17, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 15th day of April, 1954, by and between
Marvin A. PENNINGTON & Mildred W. PENNINGTON, his wife,

of Frostburg, Allegany County In the State of Maryland, Mortgagor S, and THE FIDELITY
 SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of
Twelve Hundred twenty - - - - - 70/00 (\$ 1,220.70)

which is to be repaid in 21 consecutive monthly installments of \$ 58.20 each, beginning one month from
 the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
 Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
 and premises located in Frostburg, Allegany County, Maryland (214 First St.), known as

Lot Number Twenty-nine (29) in Hitchins' Second Addition to the City of Frostburg

and more fully described in a Deed from Clarence O. WORKMAN, et ux, dated July 23, 1951
 recorded among Land Records of Allegany County, Maryland, Liber 234, Folio 522

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
 and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
 said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
 forever, provided that if the said Mortgagor S, their heirs, executors, administrators or assigns, do and shall pay
 or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
 property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
 interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
 against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
 company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
 secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
 constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
 necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
 giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
 Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
 all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
 to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
 to pay it over to the Mortgagor S, their heirs or assigns, and in case of advertisement but no sale, one-half of the above
 commission shall be paid by the Mortgagor S, their representatives, heirs or assigns.

WITNESS OUR hand S and seal S.

ATTEST:

Ralph M. Race
 Ralph M. Race



Marvin A. Pennington (SEAL)
 Marvin A. PENNINGTON

Mildred W. Pennington (SEAL)
 Mildred W. PENNINGTON

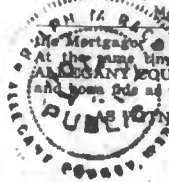
STATE OF MARYLAND,
 ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of April, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared
Marvin A. Pennington & Mildred W. Pennington

the Mortgagor S, named in the foregoing mortgage and, they acknowledged the foregoing mortgage to be their act.
 At the same time also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
 ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
 and bona fide as therein set forth. /G. Alvin Kreiling/

WITNESS my hand and Notarial Seal.



Ralph M. Race
 Ralph M. Race Notary Public

FILED AND RECORDED APRIL 19, 1954 at 9:40 A.M.

PURCHASE MONEY

This Mortgage. Made this 17th day of April
in the year Nineteen Hundred and Fifty-four _____, by and between

Kenneth L. Valentine and Margaret A. Valentine, his wife,
of Allegany County, in the State of Maryland
part ies of the first part, and _____

Second National Bank of Cumberland, a National Banking
Corporation with its principal place of business in Cumberland,
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
party of the second part in the full and just sum of \$7800.00 with
interest at the rate of 4 1/2% per annum computed monthly on unpaid
balances, said indebtedness to be amortized over a 15 year period
by the payment of at least \$59.67 per month, the first monthly
payment being due and payable one month from the date of these
presents and each and every month thereafter until the whole princi-
pal together with the interest accruing thereon is paid in full,
said monthly payment being first applied to the accrued interest and
the balance to the principal, to secure which said principal together
with the interest accruing thereon these presents are executed.
Privilege is reserved to prepay at any time, without premium or fee,
the entire indebtedness or any part thereof not less than the
amount of one installment or \$100.00, whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Kenneth L. Valentine and
Margaret A. Valentine, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Second National Bank of Cumberland, its successors,
~~xxxx~~ and assigns, the following property, to-wit:

All that lot or parcel of ground being Lot No. 2 as shown
on the map of Edgewood Park Addition to Cumberland, Maryland, and
recorded in Plat Box No. 106, which said Lot No. 2 is more
particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of
Maplewood Lane distant South 64 degrees 18 minutes East 151.3 feet
from the intersection of the southerly side of Maplewood Lane with

the easterly side of Piedmont Avenue, and running then with said side of Maplewood Lane South 64 degrees 18 minutes East 40 feet; then South 25 degrees 42 minutes West 125 feet to the northerly side of Forest Lane; then with said side of Forest Lane North 64 degrees 18 minutes West 40 feet; and then North 25 degrees 42 minutes East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Philip L. Often and Carrie E. Often, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth L. Valentine and Margaret A. Valentine, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank, its successors

~~or assigns~~ or assigns, the aforesaid sum of

Seventy-eight Hundred & 00/100 - - - (\$7800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Kenneth L. Valentine and Margaret A. Valentine, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kenneth L. Valentine and

Margaret A. Valentine, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank, its successors

~~hereby~~ Harry I. Stagnier and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Kenneth L. Valentine and Margaret A. Valentine, his wife,

their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Kenneth L. Valentine and Margaret A. Valentine,
his wife, further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or its
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Seventy-eight Hundred & 00/100 - - - (\$7800.00) - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee its successors ~~their~~ or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagee.

Attest:

[Handwritten signatures]

Kenneth L. Valentine [SEAL]
 Kenneth L. Valentine
Margaret A. Valentine [SEAL]
 Margaret A. Valentine

State of Maryland.
 Allegany County, to-wit:

I hereby certify, That on this 17th day of April
 in the year nineteen Hundred and Fifty-four four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Kenneth L. Valentine and Margaret A. Valentine, his wife,
 and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared Joseph M.
Naughton, President of the Second National Bank of
Cumberland
 the within named mortgagee, and made oath in due form of law, that the consideration in
 mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Handwritten signature]
 Notary Public.



Compared and Matched
To Mortgage Frostburg Md
May 24 1954

FILED AND RECORDED APRIL 19, 1954 at 10:05 A.M.

This Mortgage, Made this 13th. day of April in the year
Nineteen Hundred and Fifty-four by and between

OSIE CECIL KERNS and EVELYN IRENE SIMMONS KERNS, his wife,
of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called
mortgagor, which expression shall include the plural as well as the singular, and the feminine as
well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF
FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the
Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings
Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of
FOUR THOUSAND FOUR HUNDRED AND NO/100 - - - - - Dollars

(\$ 4,400.00) with interest at the rate of six per centum (6 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of

Forty-nine - - - - - 00/00

Dollars,

(\$49.00) commencing on the 13th. day of April May, 1954
and on the day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
and payable on the 13th. day of April, 1964, 1964. Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The
Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and
assigns, in fee simple, the following described property, to-wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Town
of Eckhart, in Election District No. 24, Allegany County, Maryland, and known as
Lot Number Two (2) upon a plat of the subdivision of the Kidwell property filed in
Plat Box No. 154 among the Plat Records of Allegany County, Maryland. Said Lot
Number Two (2) being more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the third line of Lot
No. 1 and running thence with said third line of said Lot No. 1 reversed, South 23
degrees 45 minutes West 215.00 feet to a stake standing on the third line of the whole
Kidwell tract and running thence with the remainder of the third line of the whole
tract, and with the fourth, fifth and part of the sixth lines thereof, North 50 degrees
00 minutes West 119.65 feet; North 12 degrees 13 minutes East 32.41 feet, North 41
degrees 37 minutes East 147.13 feet to a post, thence South 76 degrees 55 minutes
East 69 feet to the place of beginning.

BEING the same property which was conveyed to the said Osie Cecil Kerns and
Evelyn Irene Simmons Kerns, his wife, by deed from John Lee Kidwell et ux., dated

October 17, 1948 and recorded in Liber No. 226, folio 594 among the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further description of said real estate and the improvements thereon.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

FOUR THOUSAND FOUR HUNDRED AND NO/100 - - - - - (\$ 4,400.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the

mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Osie Cecil Kerns (SEAL)
OSIE CECIL KERNS
Evelyn Irene Simmons Kerns (SEAL)
EVELYN IRENE SIMMONS KERNS
(SEAL)

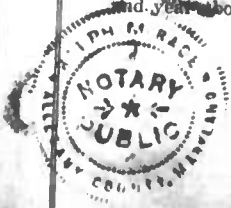
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 13th. day of April in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

OSIE CECIL KERNS and EVELYN IRENE SIMMONS KERNS, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling*, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

To Mtgee City
Mar 24 1954

304 PAGE 110

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage, Made this 17th day of
April in the year nineteen hundred and fifty-four, by and between

Raymond Reed and Florence Reed, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Raymond Reed and Florence Reed, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Raymond Reed and Florence Reed, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land in the City of Cumberland, in Allegany County, Maryland, being part of a lot conveyed to
Mary E. McCormick by Anita B. Ward and husband by deed dated April 7,
1909, and recorded among the Land Records of Allegany County in Liber
No. 104, folio 399.

BEGINNING for the outlines of the lot herein conveyed
at the corner of a concrete wall at the Northeastern corner of Lot
conveyed to Winmer Bowman by Mary E. McCormick by deed dated December
7, 1915, and recorded among the Land Records of Allegany County in
Liber No. 117, folio 553, and running thence with the Southerly side
of Cecelia Street, North 74 degrees 30 minutes East 47.8 feet to a
chisel mark at the edge of the sidewalk pavement; thence, leaving
Cecelia Street, South 15 degrees 30 minutes East 42 feet to a stake;
South 1 degree 3 minutes East 54.8 feet to a stake on the Northerly
side of King Street distant 35.8 feet, measured along King Street,
from the Southeast corner of the Winmer Bowman lot aforesaid; thence
with King Street, North 84 degrees 35 minutes West 35.8 feet to a
stake at said corner; thence, reversing the second line of said Bowman
lot, North 15 degrees 30 minutes West 82.1 feet to the beginning.

It being the same property which was conveyed unto the
said Mortgagors by Jennie M. Allen by deed dated the 2nd day of July,
1946, and recorded in Liber No. 210, folio 41, one of the Land Records
of Allegany County.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Raymond Reed (SEAL)
Raymond Reed

James M. Lortley

Florence Reed (SEAL)
Florence Reed

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Raymond Reed and Florence Reed, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Lortley
Notary Public

Compared and read 16

To Mtyle City
May 24 19 54

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage, Made this 17th day of
April in the year nineteen hundred and fifty-four, by and between

Leo B. Brown and Evelyn M. Brown, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Leo B. Brown and Evelyn M. Brown, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fifty-Six Hundred (\$5600.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leo B. Brown and Evelyn M. Brown, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that parcel of ground situate on the Southerly side of Union Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a point on the Southerly side of Union Street distant North 72 degrees 29 minutes East 40 feet from the intersection of the South side of Union Street with the East side of Rebecca Street and running thence with said Union Street, North 72 degrees 29 minutes East 26 feet, thence South 17 degrees 31 minutes East 106 feet to an alley, and with said alley, South 72 degrees 29 minutes West 26 feet, thence North 17 degrees 31 minutes West 106 feet to the place of the beginning.

It being the same property which was conveyed by Walter Scott Marvin and Laura M. Marvin, his wife, to the Mortgagors herein by deed dated August 28, 1951, and recorded in Liber No. 235, folio 120, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifty-Six Hundred (\$5600.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifty-Six Hundred (\$5600.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Leo B. Brown (SEAL)
Leo B. Brown

Evelyn M. Brown (SEAL)
Evelyn M. Brown

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Leo B. Brown and Evelyn M. Brown, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Shirley
Notary Public

new
Mtg City
May 24 1954

FILED AND RECORDED APRIL 19, 1954 at 2:50 P.M.

This Mortgage,

Made this 19th day of

April

In the year nineteen hundred and fifty-four

, by and between

Mary Margaret Dougherty, unmarried,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Mary Margaret Dougherty, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Mary Margaret Dougherty, unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground situate, lying
and being in the City of Cumberland, Allegany County, Maryland, on
Browning Street, the said lots being known and designated as Lots 60
and 61 on the plat of the Margaret M. Black Addition to the said City
of Cumberland, which plat is filed among the Land Records of Allegany
County, Maryland, in Liber No. 100, folio 62, one of the Land Records
of Allegany County, and being more particularly described as follows,
to-wit:

LOT NO. 60: BEGINNING at a point on the North side of
Browning Street at the end of the first line of Lot No. 59; and run-
ning thence with said Street, South 74 degrees 51 minutes East 40 feet;
thence leaving said Street, North 15 degrees 9 minutes East 100 feet
to Birch Alley; thence with said alley, North 74 degrees 51 minutes
West 40 feet to the end of the second line of Lot No. 59; and with said
line reversed, South 15 degrees 9 minutes West 100 feet to the begin-
ning.

LOT NO. 61: BEGINNING at a point on the North side of
Browning Street at the end of the first line of Lot No. 60; and run-
ning thence with said Street, South 74 degrees 51 minutes East 40 feet;
thence leaving said Street, North 15 degrees 9 minutes East 100 feet to
Birch Alley; thence with said alley, North 74 degrees 51 minutes West
40 feet to the end of the second line of Lot No. 60; and with said
second line reversed, South 15 degrees 9 minutes West 100 feet to the
beginning.

It being the same property which was devised unto Mary Margaret Dougherty and Rose Anna Blake under the Last Will and Testament of Rose E. Dougherty, which Will was admitted to probate in the Orphans' Court of Allegany County on the 3rd day of October, 1947, and recorded in Wills Liber V, folio 555, in the Office of the Register of Wills. The said Rose Anna Blake and Richard L. Blake, her husband, conveyed all her right, title and interest in and to said property unto the said Mary Margaret Dougherty, by deed dated January 8, 1949, and recorded in Liber No. 223, folio 710, of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground lying, being, and situate on Browning Street, in the City of Cumberland, Allegany County, Maryland, the same being the Easterly one-half of Lot No. 59, as designated on the Plat of the Margaret M. Black Addition to the City of Cumberland, filed among the Land Records of Allegany County, Maryland, in Liber No. 100, folio 62, and being more particularly known as No. 20 Browning Street, Cumberland, Maryland.

It being the same property which was conveyed unto the said Mary Margaret Dougherty by Rose E. Dougherty, widow, by deed dated August 25, 1947, and recorded in Liber No. 217, folio 277, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keech

Mary Margaret Dougherty (SEAL)

Mary Margaret Dougherty (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of April In the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mary Margaret Dougherty, unmarried, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



William L. Keech
Notary Public

Comptroller and Master of the Court
To Mr. J. Centre City
May 2 + 1954

304 PAGE 118

(Compared)

FILED AND RECORDED APRIL 20, 1954 at 9:50 A.M.

This Mortgage, Made this 14th

day of April in the year nineteen hundred and ~~thirty~~ fifty-four

By and Between George O. Butts and Margaret M. Butts, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS
COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of
the State of Maryland, party of the second part, Witnesseth:

Whereas, the said parties of the first part
being members of the said The Allegany Building, Loan and Savings Company of
Cumberland, Maryland, have received therefrom an advance or loan of Fifteen Hun-
dred and 00/100 - - - - - dollars, on their fifteen (15)
shares, class "G" stock upon condition that a good and effectual mortgage
be executed by the said parties of the first part - - - - -
to said body corporate, to secure the payment of the sums of money at the times and in
the manner hereinafter mentioned, and the performance of and compliance with the cov-
enants, conditions and agreements herein mentioned on the part of the said parties of
the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises
and the sum of one dollar, the said parties of the first part

do hereby grant,
bargain and sell and convey unto the said The Allegany Building, Loan and Savings
Company of Cumberland, Maryland, its successors and assigns, all that lot, piece
or parcel of ground lying and being on the East side of Polk Street
in the City of Cumberland, Maryland, being a part of Lot No. 6 in
Blocher's Addition to Cumberland, and being the Southerly half of
the rear half of said Lot No. 6 which fronts on Polk Street, said
rear half of said Lot No. 6 being marked Part 3 on a Plat filed in
No. 1,826 Equity in the Circuit Court for Allegany County, Maryland,
and recorded in Judgment Records, Liber No. 19, folio 257, of said
Allegany County, the said Southerly half of said Part No. 3 hereby
conveyed being described as follows:

BEGINNING for the same on the East side of Polk Street at the
end of the second line of Lot No. 5 in said Addition to Cumberland,
and running thence reversing said second line, South 65 degrees
East 80 feet to the end of the third line of the first part of said
Lot No. 6 formerly owned by Walter Grant Morris; then reversing
said third line and the same extended, North 25 degrees East 25 feet;

then North 65 degrees West 80 feet to Polk Street; then with part of the third line of said Lot No. 6 and the East side of Polk Street South 25 degrees West 25 feet to the place of beginning.

BEING the same property conveyed unto the said George O. Butts, et ux., by Ella F. Richards, widow, by a deed dated December 8, 1944, and recorded in Liber 202, folio 415, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, - - - - - make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Fifteen Hundred and 00/100 - - - - - at the rate of 6% per annum, dollars with interest thereon payable in monthly payments of not less than \$15.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in May, 1954, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagees may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagees or its assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred and 00/100 - - - - - dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagees or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagees. And in default of such insurance, the mortgagees may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, - - - - - or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test: Miles I. Amick George O. Butts (SEAL)
Miles I. Amick Margaret M. Butts (SEAL)
GEORGE O. BUTTS.
MARGARET M. BUTTS.

State of Maryland, }
Allegany County, to-wit: }

I Hereby Certify, That on this 14th day of April in the year nineteen hundred and ~~twenty~~ fifty-four, before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared George O. Butts and Margaret M. Butts, his wife, - - - - - and they acknowledged the foregoing mortgage to be their respective act. And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.



For value received, The Allegany Building Loan and Savings Company of Cumberland Md., hereby releases the within and foregoing mortgage. Witnessed the signature of the President of said Company and the Corporate Seal thereof, duly attested by its Secretary this 16th day of August, 1954.
Dorothy S. Amick
President
Arthur H. Amick, Jr.
Secretary
8-17-54

Compared and Mailed ~~Exhibits~~
To Mt. Savage, Md.
7-24-54

FILED AND RECORDED APRIL 20, 1954 at 10:55 A.M.

This Mortgage. Made this 17th day of April in the year Nineteen Hundred and Fifty-four, by and between

LESTER REED and PHYLLIS E. REED, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE, MARYLAND, a national banking corporation, having its principal office in Mount Savage

of Allegany County, in the State of Maryland,

part of the second part, WITNESSETH:



Whereas, the parties of the first part are firmly indebted unto the party of the second part in the full and just sum of FIFTY SIX HUNDRED DOLLARS (\$5,600.00) as evidenced by the joint and several promissory note of the parties of the first part for said amount of money and of even date and tenor herewith, payable, one year after date to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns,

~~the following property, to-wit:~~

All the following pieces or parcels of land located at or near the Village of Barrelville, Allegany County, Maryland, and known as Lots No. 5 and 6 of "Loer Improvement" lying and being on the Grants Road and Jennings Run between Barrelville and Mount Savage, and also Lot No. 7 on a tracing made and surveyed by O. H. Allison in October 1907 and known as "Valley View Plan".

IT BEING the same property conveyed by Finley C. Hendricks, Trustee, to Lester Reed and Phyllis Esther Reed by deed dated January 27, 1940, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 185, folio 568.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

~~the aforesaid sum of Fifty Six Hundred Dollars (\$5,600.00)~~

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors and assigns,

~~the following property, to-wit:~~ Matthew J. Mullaney, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars (\$6,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest:

Betty Blank

Betty Blank

Lester B. Reed

Lester Reed

[SEAL]

[SEAL]

Phyllis E. Reed

Phyllis E. Reed

[SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 17th day of April in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LESTER REED and PHYLLIS E. REED, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared RAYMOND L.

HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage, Maryland,

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly qualified to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Betty Blank

Notary Public.

FILED AND RECORDED APRIL 20, 1954 at 11:55 A.M.

THIS MORTGAGE, Made this 19 day of April, 1954, by and between ALBERT W. KLAVURN and RUTH E. KLAVURN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Nine Thousand (\$9,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Ninety Nine Dollars and Ninety Two Cents (\$99.92) on account of interest and principal, payments to begin on the 19 day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated about 2000 feet East of what is commonly known as the "Nine Mile House", or "Clarysville Inn", on the North side of State Road or National Highway leading from Frostburg to Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a chiseled X to be made on the

center of stone top of an 18 inch culvert that crosses the said Highway at the top of the hill, said point being at 20-7/10 feet from the center of said Highway (Vernier readings reduced to Magnetic Bearings as of June 20, 1944) and with horizontal measurements, and parallel to and with the North side of said Highway and 20-7/10 feet from the center thereof, South 80 degrees and 47 minutes East 343-7/10 feet to a firmly planted iron pipe stake, thence South 78 degrees and 47 minutes East 369-2/10 feet to an iron pipe stake firmly planted in the ground, thence South 76 degrees and 55 minutes East 347-1/10 feet to an iron pipe stake planted securely in the ground, said stake stands South 87 degrees and 24 minutes West 122-6/10 feet from the Southwest corner of tavern building that stands on this tract of ground, thence continuing with the North side of said National Pike, South 74 degrees and 34 minutes East 426-7/10 feet to an iron pipe stake planted securely in the ground, thence South 80 degrees and 1 minute East 119 feet to an iron pipe stake planted securely in the ground, thence North 85 degrees and 43 minutes East 119-47/100 feet to an iron pipe stake planted securely in the ground, thence North 65 degrees and 6 minutes East 99-4/10 feet to an iron pipe stake planted securely in the ground, thence North 53 degrees and 9 minutes East 153 feet to a point X that is to be chiseled on the top capping of Spruce Bridge, said X to stand 33-3/10 feet in a Southwesterly direction from the center of the large drainage pipe that passes under the said Spruce Bridge and under said Highway, thence from said point, North 23 degrees and 7 minutes West 245 feet to the center of a large run, thence with the center of said run in a Westerly direction until it intersects a line drawn North 9 degrees and 55 minutes East from the beginning of this parcel or tract of ground, thence reversing said line and running South 9 degrees and 55 minutes West, 255 feet to the beginning; containing 10-1/2 acres, more or less.

Excepting therefrom all those portions of the foregoing tract of land which were conveyed by Albert W. Klavuhn and Ruth E. Klavuhn, his wife, to the State of Maryland, to the use of the State Roads Commission, by three certain deeds, as follows:

- (1) Deed dated June 29, 1945, recorded in Liber 204, folio 699;
- (2) Deed dated October 3, 1947, recorded in Liber 217, folio 568;
- (3) Deed dated August 15, 1949, recorded in Liber 226, folio 282.

It being the same property conveyed to the parties of the first part, as tenants by the entirety, by George R. Hughes, Trustee, by deed dated the 5th day of December, 1949, recorded in

liber 227, folio 250, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Nine Thousand (\$9,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and

terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Nine Thousand (\$9,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Albert W. Klavuhn (SEAL)
Albert W. Klavuhn

H. C. Sandix Ruth E. Klavuhn (SEAL)
Ruth E. Klavuhn

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALBERT W. KLAUHN and RUTH E. KLAUHN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due

form of law that the consideration in said mortgage is true
and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

Hazel N. Oden
Notary Public

My Commission expires May 2, 1955

Compared and Mailed *Allegany*
to *Mt. City*
May 2 + 1954

FILED AND RECORDED APRIL 20, 1954 at 12:30 P.M.

This Mortgage, Made this 20th day of April
in the year Nineteen Hundred and Fifty - Four _____, by and between

ODITH M. BROTEMARKLE (widower)

of Allegany County, in the State of Maryland
party _____ of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a bank-
ing corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party _____ of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the
party of the second part in the full and just sum of Five Thousand
and no/100 (\$5,000.00) Dollars, this day loaned the party of the
first part by the party of the second part, and which is to be repaid
with interest at 5% per annum, in monthly payments of not less than
Fifty-Three and no/100 (\$53.00) Dollars per month; said payments to
be applied first to interest and the balance to principal. The first
of said monthly payments to be due and payable one month from the date
hereof and to continue monthly until the amount of principal and in-
terest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said _____ party of the first part.

do es _____ give, grant, bargain and sell, convey, release and confirm unto the said



party of the second part, its successors

~~also~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 174 in The Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and described as follows:

BEGINNING at the Northwest corner of Arch and First Streets in said Addition, and running thence with Arch Street, North 18 degrees and 34 minutes East 52-5/10 feet; thence with the line of Lot No. 214 parallel to First Street, North 71 degrees and 26 minutes West 60 feet; thence across said Lot No. 174, South 18 degrees and 34 minutes West 52-5/10 feet to First Street; thence with the line of First Street South 71 degrees and 26 minutes East 60 feet to the beginning.

BEING the same property which was conveyed to Odith M. Brotemarkle by Norman W. Haines, et ux., by deed dated February 5, 1949, and recorded among the Land Records of Allegany County in Liber No. 224, folio 60.

ALSO the following chattels and equipment now installed and in use on the property above described:

National Cash Register
Champion Spark Plug Cleaner and Tester
Dianitric Wheel Balancer
Champion Air Compressor 1 H.P.
1 - 550 gallon Storage Gun
1 - De-greasing Spray Gun
1 - Willard Battery Charger
1 - Lincoln High Pressure Greasing Gun
1 - 5 ft. Show Case
1 - Soft Drink Cooler
2 - 25-ft. Air Hose
1 - True Flat Air Gun
1 - Globe 1½-ton Car Lift

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part
his, heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
~~or assigns, the aforesaid sum of~~

Five Thousand and no/100 (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~John H. Mosner, Cashier of~~ and assigns, or William M. Somerville, its,
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor. representatives, heirs or assigns.

And the said party of the first part

further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or its successors or
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Five Thousand and no/100 (\$5,000.00) Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, its successors ~~their~~ or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

Angela H. McCloud

Odith M. Brotemarkle [SEAL]
 Odith M. Brotemarkle

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20th day of April
in the year nineteen Hundred and Fifty - Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

ODITH M. BROTEMARKLE

and acknowledged the foregoing mortgage to be HIS
 act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of
 the within named mortgagee, and made oath in due form of law, that the consideration
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E. Shaw
 Notary Public



Compared and ~~Verified~~ Delivered &
To Geo. H. Legge Atty City
May 24 1954

304 PAGE 130

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.

PURCHASE MONEY

This Mortgage, Made this 19TH day of APRIL in the
year Nineteen Hundred and fifty-four by and between

Harold Reines and Mildred Reines, his wife,

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-two Hundred Forty-five & 00/100 - - (\$2245.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-two & 80/100 - - (\$32.80) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Donna Street known and designated as Lot No. 14, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 109, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the Easterly side of Donna Street at the end of the first line of Lot No. 13, Section No. 2 in said addition and running then with said street South 15 degrees 28 minutes East 50 feet, then North 74 degrees 32 minutes East 158 feet, then North 15 degrees 28 minutes West 40.23 feet to an iron stake, then North 56 degrees 38 minutes West 12.98 feet to the end of the second line of said Lot No. 13 and then with said second line reversed South 74 degrees 32 minutes West 149.46 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the

Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred Forty-five & 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all law-

fully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Harold Raines
Mildred Raines [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 19TH day of APRIL

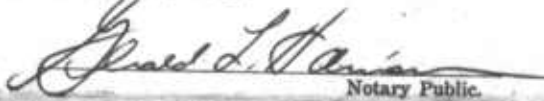
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold Raines and Mildred Raines, his
wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.

This Mortgage. Made this 19TH day of APRIL in theyear Nineteen Hundred and ~~Forty~~ Fifty-four by and betweenJames L. Fisher and Josephine M. Fisher, his wife,of Allegany County, in the State of Marylandpart ~~ies~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand Four Hundred & 00/100 - - (\$11400.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred Forty-seven & 06/100 - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly side of the National Turnpike, Narrows Park, LeVale, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of the National Turnpike distant South 30 degrees West 45 feet from the beginning of the parcel of ground conveyed by James B. Wigger et ux to T. Hayden Crawford et ux by deed dated March 30, 1916 which is recorded in Liber No. 120, folio 206, one of the Land Records of Allegany County, Maryland and then running parallel to the fence of Henry Wiegand, North 55 degrees West 89 feet, more or less, to the easterly limits of the right-of-way of the Eckhart Branch of the C. & P. Railroad Company, then with said right-of-way South 30 degrees 30 minutes West 95 feet, then South 59 1/2 degrees East 92.5 feet to the westerly side of said National Turnpike, and then with said National Turnpike North 30 degrees 30 minutes East 94.25 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Home Owners Loan Corporation dated



December 20, 1939 which is recorded in Liber No. 185, folio 500 one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Four Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

James L. Fisher

James L. Fisher
James L. Fisher

(SEAL)

Josephine M. Fisher
Josephine M. Fisher

(SEAL)

Q

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 19TH day of APRIL
in the year nineteen hundred and ~~ten~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James L. Fisher and Josephine M. Fisher, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and *Attested*
To *Notary City*
May 24 1954

LIBER 304 PAGE 136

FILED AND RECORDED APRIL 21, 1954 at 1:20 P.M.

THIS MORTGAGE, Made this 21st day of April, 1954, by and between E. Lester Kolb and Dora E. Kolb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said E. Lester Kolb and Dora E. Kolb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand (\$12,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six Per Centum (6%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said E. Lester Kolb and Dora E. Kolb, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those two pieces, parts and parcels of land lying, and being in Allegany County, State of Maryland, and more particularly described as follows:

Being, all those lots, pieces or parcels of ground and being situated in and around what is generally known as Dickerson Hollow, about 3 miles Southwesterly from Flintstone, in Election District No. 3 of Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a large Sugar tree bearing 9 notches and standing on top of a ridge one perch East of the Break-Neck Road, and about one perch North of the division fence between the George W. Holtzman farm and this property, it also being about opposite on the East side of the said Break-Neck Road where the division fence between the A. E. Johnson and George W.

Holtzman farms come to the said Break-Neck Road, and running thence, North 84 degrees West one perch into the Break-Neck Road, thence in and with said road, North 45 degrees East 17 perches, North 24 degrees East 20-3/4 perches and 3 links to where the aforesaid road joins with the Dickerson Hollow Road, thence in and with the Dickerson Hollow Road, South 63 degrees East 12-3/4 perches, then leaving said road and running with the 21-22 and 23rd lines of the A. E. Johnson's farm, North 38 1/2 degrees East 21-3/4 perches to stone pile, North 34 degrees East 11 1/2 perches to stone pile, North 72 1/2 degrees West 3 perches to a corner fence post, near the East end of a large rock, thence with the division fence between this property and the Norval F. Willison farm, North 56 degrees East 24 perches to a large forked Chestnut-oak tree, standing in the corner of the division fence between this property, the Norval F. Willison and the Jesse Browning farm, thence with the said division fence, South 22 1/2 degrees East 4 1/2 perches, South 40 degrees East 43 1/2 perches, South 42 1/2 degrees East 14 perches, South 46 1/2 degrees East 10 perches, South 37 1/2 degrees East 13 1/2 perches, South 53 1/2 degrees East 13 1/2 perches, South 24-3/4 degrees East 26 perches, to the end of 8 1/2 perches on the 51st line of the John Slider farm, then reversing the remainder of said line, as also the 50-49-48-47 and part of the 46th line thereof, North 84 degrees West 8 1/2 perches to the Hickory tree 4 notches, North 78 1/2 degrees West 14 1/2 perches to iron peg, North 81 1/2 degrees West 54 perches to large Elm tree 3 notches, still North 81 1/2 degrees West 2 perches into the center of the Dickerson Hollow Road, still North 81 1/2 degrees West 19-3/4 perches to iron peg, standing on a steep bank, about 2 perches South of Dickerson Hollow run or branch, this corner is witnessed by a small Maple tree 3 notches, standing 5 links Southeastwardly from this corner, South 2 degrees East 5 1/2 perches, then leaving the lines of the John Slider farm and running with the division lines between this property and the aforesaid mentioned George W. Holtzman farm, North 56 degrees West 37-3/4 perches to iron peg in stone pile, South 24 degrees West 4 perches, North 79 degrees West 17 perches to the place of beginning. Containing 45 acres, more or less.

Surveyed October 10, 1934 by Frank Wilson.

ALSO: All that lot or parcel of ground, situate in Allegany County, State of Maryland, Election District No. 3, described as follows:

It being a tract of land called Goard, surveyed by Jonas L. Street, the 12th day of November, 1833. BEGINNING in the

Compared and *Reviewed*

To *Wetzel City*

May 24 1957

LIBER 304 PAGE 136

FILED AND RECORDED APRIL 21, 1954 at 1:20 P.M.

THIS MORTGAGE, Made this 21st day of April, 1954, by and between E. Lester Kolb and Dora E. Kolb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said E. Lester Kolb and Dora E. Kolb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Thousand (\$12,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six Per Centum (6%) per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said E. Lester Kolb and Dora E. Kolb, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those two pieces, parts and parcels of land lying, and being in Allegany County, State of Maryland, and more particularly described as follows:

Being, all those lots, pieces or parcels of ground and being situated in and around what is generally known as Dickerson Hollow, about 3 miles Southwesterly from Flintstone, in Election District No. 3 of Allegany County, State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at a large Sugar tree bearing 9 notches and standing on top of a ridge one perch East of the Break-Neck Road, and about one perch North of the division fence between the George W. Holtzman farm and this property, it also being about opposite on the East side of the said Break-Neck Road where the division fence between the A. E. Johnson and George W.



Holtzman farms come to the said Break-Neck Road, and running thence, North 84 degrees West one perch into the Break-Neck Road, thence in and with said road, North 45 degrees East 17 perches, North 24 degrees East 20-3/4 perches and 3 links to where the aforesaid road joins with the Dickerson Hollow Road, thence in and with the Dickerson Hollow Road, South 63 degrees East 12-3/4 perches, then leaving said road and running with the 21-22 and 23rd lines of the A. E. Johnson's farm, North 38 1/2 degrees East 21-3/4 perches to stone pile, North 34 degrees East 11 1/2 perches to stone pile, North 72 1/2 degrees West 3 perches to a corner fence post, near the East end of a large rock, thence with the division fence between this property and the Norval P. Willison farm, North 56 degrees East 24 perches to a large forked Chestnut-oak tree, standing in the corner of the division fence between this property, the Norval P. Willison and the Jesse Browning farm, thence with the said division fence, South 22 1/2 degrees East 4 1/2 perches, South 40 degrees East 43 1/2 perches, South 42 1/2 degrees East 14 perches, South 46 1/2 degrees East 10 perches, South 37 1/2 degrees East 13 1/2 perches, South 53 1/2 degrees East 13 1/2 perches, South 24-3/4 degrees East 26 perches, to the end of 8 1/2 perches on the 51st line of the John Slider farm, then reversing the remainder of said line, as also the 50-49-48-47 and part of the 46th line thereof, North 84 degrees West 8 1/2 perches to the Hickory tree 4 notches, North 78 1/2 degrees West 14 1/2 perches to iron peg, North 81 1/2 degrees West 54 perches to large Elm tree 3 notches, still North 81 1/2 degrees West 2 perches into the center of the Dickerson Hollow Road, still North 81 1/2 degrees West 19-3/4 perches to iron peg, standing on a steep bank, about 2 perches South of Dickerson Hollow run or branch, this corner is witnessed by a small Maple tree 3 notches, standing 5 links Southeastwardly from this corner, South 2 degrees East 5 1/2 perches, then leaving the lines of the John Slider farm and running with the division lines between this property and the aforesaid mentioned George W. Holtzman farm, North 56 degrees West 37-3/4 perches to iron peg in stone pile, South 24 degrees West 4 perches, North 79 degrees West 17 perches to the place of beginning. Containing 45 acres, more or less.

Surveyed October 10, 1934 by Frank Wilson.

ALSO: All that lot or parcel of ground, situate in Allegany County, State of Maryland, Election District No. 3, described as follows:

It being a tract of land called Goard, surveyed by Jonas L. Street, the 12th day of November, 1833. BEGINNING in the

center between a bounded Hickory and bounded Red Oak, standing at or near the end of 72 perches on the 10th and last line of a tract of land called Addition of Johnson's Folly, surveyed for Nathan Robinette, the 25th day of September 1815, and running thence North 17 degrees East 80 perches, then West 85 perches, South 58 perches, then by a straight line to the beginning containing thirty-one and seven-eighths ($31\frac{7}{8}$) acres, more or less in fee simple.

EXCEPTING, HOWEVER, from the above described land all those two parts or parcels thereof which were heretofore conveyed by the said E. Lester Kolb and Dora E. Kolb, his wife, one of said parcels was conveyed to William A. Kolb and wife by deed dated December 24, 1947, and recorded in Liber No. 218, folio 502 of the Land Records of Allegany County, which said deed conveyed 0.92 acres, more or less; and the other exception being a conveyance made by the said E. Lester Kolb and Dora E. Kolb, his wife, to Edward L. Kolb and wife, by deed dated November 4, 1952, and recorded in Liber No. 247, folio 461 of said Land Records, which deed conveyed 28.8 acres, more or less.

It being part of the same land which was conveyed unto the said Mortgagors by James W. Allen and wife, by deed dated April 24, 1935, and recorded in Liber No. 172, folio 410, of the Land Records of Allegany County.

ALSO: All of the following described tract of land situated in Election District #3, on the Murley's Branch Road near Flintstone, in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at an iron peg in the center of the Dickerson Hollow Road, it being at the end of a reference line drawn from the center of a large Elm tree bearing 3 notches and standing on the North side of the Dickerson Hollow Road and in a division fence, North $81\frac{1}{2}$ degrees West 2 perches, thence running in and with said Road, South $36\frac{3}{4}$ degrees East $10\frac{1}{2}$ perches and 2 links, South $46\frac{3}{4}$ degrees East $69\frac{1}{2}$ perches, South $57\frac{1}{2}$ degrees East 26 perches, this corner being at the end of a reference line drawn from the center of a Black Oak tree bearing three notches and standing on the South edge of said road, North $56\frac{1}{2}$ degrees East $\frac{1}{2}$ perch, then leaving said road, South $43\frac{1}{2}$ degrees West 7 perches and 5 links to iron peg, thence with the division fence between this property and William Deffinbaugh and wife's farm, South $67\frac{3}{4}$ degrees West 12 perches to edge of a private road, South 52 degrees West 12 perches and 3 links, South $46\frac{1}{2}$ degrees

West 7 perches to an anciently marked White Oak 3 notches, South $32\frac{1}{2}$ degrees West 8 perches, South $30\frac{1}{2}$ degrees West $10\text{-}\frac{3}{4}$ perches, South 30 degrees West 15 perches, South $21\frac{1}{2}$ degrees West $12\text{-}\frac{3}{4}$ perches, South $16\text{-}\frac{3}{4}$ degrees West 16 perches to a Red Oak 4 notches, South $13\text{-}\frac{3}{4}$ degrees West $12\frac{1}{2}$ perches to a Chestnut Oak 4 notches, South 16 degrees West $9\frac{1}{2}$ perches to a White Oak 4 notches, South 13 degrees West $13\frac{1}{2}$ perches and 2 links to an anciently planted stone, standing in corner of old fence, then with the division fence between this property and J. R. House Farm. North 85 degrees West $21\text{-}\frac{3}{4}$ perches to a Sugar tree 4 notches, North $88\text{-}\frac{3}{4}$ degrees West 9 perches, North $30\frac{1}{2}$ degrees West $12\frac{1}{2}$ perches to a Chestnut Oak 4 notches, North 84 degrees West $21\frac{1}{2}$ perches to a large White Oak 4 notches, still North 84 degrees West 11 perches to iron peg at corner of fence near a large Black Oak, thence with the division fence between this property and George W. Holtzman farm, North 21 degrees East 11 perches, North $23\frac{1}{2}$ degrees East $6\frac{1}{2}$ perches to a Hickory 4 notches, North 16 degrees East $8\frac{1}{2}$ perches, still North 16 degrees East 54 perches, North $18\frac{1}{2}$ degrees East $29\text{-}\frac{3}{4}$ perches, North 13 degrees East 6 perches, North 20 degrees East $29\frac{1}{2}$ perches, North $3\frac{1}{2}$ degrees East 9 perches to a Chestnut Oak 6 notches, still North $3\frac{1}{2}$ degrees East 11 perches with old division fence between this property and E. Lester Kolb property, formerly known as the Isaac Drake property, North 2 degrees West $29\frac{1}{2}$ perches to iron peg, standing 5 links Southwardly from a small maple tree bearing 3 notches and standing on a steep bank about $2\frac{1}{2}$ perches from Dickerson Branch, South $81\frac{1}{2}$ degrees East $19\text{-}\frac{3}{4}$ perches to the place of beginning, containing 78 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Martin L. Kolb and wife, by deed dated April 19, 1935, and recorded in Liber No. 172, folio 407, one of the Land Records of Allegany County.

ALSO: All that lot, piece, or parcel of ground situate, lying and being on the South side of The National Highway (U. S. Route 40) near and Northwesterly of the Village of Flintstone, Maryland, and which said parcel of ground is more particularly described as follows, to-wit:

BEGINNING at an iron pin driven on the South side of said National Highway and at a point $8\frac{1}{2}$ rods Westerly from the Westerly line of the land owned by Curtis Nash, this pin also being the starting point of the lot designated as No. 1 in the deed from Paul M. Fletcher, Trustee to Tressa G. Hoover, et ux, and

which said deed is recorded in Liber No. 206, folio 568, one of the Land Records of Allegany County, Maryland, and being dated the 31st day of December, 1945; thence with said first line and continuing along and with the first line of lot designated No. 2 in the above-mentioned deed, South 20.5 degrees West 217.8 feet to an iron pin; thence leaving said first line of Lot No. 2, North 79.5 degrees West 100 feet to an iron pin; thence North 20.5 degrees East 252 feet to an iron pin driven beside said National Highway; thence with said Highway, South 67 degrees East 100 feet to the place of beginning, containing in all one-half acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by Clarence E. Simmons and wife, by deed dated April 14, 1954, and duly recorded immediately prior to this Mortgage among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Twelve Thousand (\$12,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in the payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: which sale shall be made in manner following, to-wit: By giving at least twenty days notice of time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the

Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twelve Thousand (\$12,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Thomas L. Keach

E. Lester Kolb (SEAL)
E. Lester Kolb

Dora E. Kolb (SEAL)
Dora E. Kolb

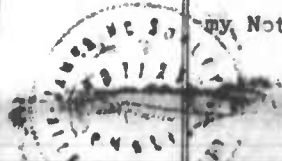
STATE OF MARYLAND

ALLEGANY COUNTY

TO WIT:

I HEREBY CERTIFY, That on this 21ST day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared E. Lester Kolb and Dora E. Kolb, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



James M. [Signature]
Notary Public

FILED AND RECORDED APRIL 20, 1954 at 1:40 P.M.

This Mortgage, Made this 17TH day of APRIL in the
year Nineteen Hundred and ~~thirty~~ Fifty-four by and between

Emma Smith

of Allagany County, in the State of Maryland

part Y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of Five Hundred Dollars & 00/100 - - - (\$500.00) - - - Dollars, which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Fifteen & 00/100 - - - (\$15.00) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of the Neil Road in the Cumberland Improvement Company's Eastern Addition to Cumberland, in Allegany County, Maryland, known and designated as Lot No. 483 on the plat of said addition and particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of the Neil Road at the end of the first line of Lot No. 482, and running then with the southerly side of said Neil Road, South 61 degrees 49 minutes East 40 feet, then at right angles to said Neil Road, South 28 degrees 11 minutes West 180 feet to the northerly side of Reynolds Street, and with it, North 42 degrees West 42½ feet to the end of the second line of said Lot No. 482, and reversing said second line, North 28 degrees 11 minutes East 165½ feet to the place of beginning.

Being the same property which was conveyed unto Thomas J. Smith and Emma Smith, his wife, by deed from Fuller Barnard, Jr., Trustee, dated September 29, 1931 and recorded in Liber No. 166, folio 377 Land Records of Allegany County, Maryland, the said Thomas J. Smith having heretofore departed this life complete title to said property is vested in Emma Smith by operation of law.



It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred & 00/100 - - - (\$500.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do ss hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, do ss hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest

George L. Legge

Emma Smith (SEAL)
Emma Smith

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of APRIL

in the year nineteen hundred and ~~any~~ Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Emma Smith, widow,

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Legge
Notary Public

FILED AND RECORDED APRIL 22, 1954 at 10:05 A.M.

MORTGAGE

THIS MORTGAGE, Made this 20th day of April, in the year Nineteen Hundred and Fifty-four, by and between Minnie Lee Boyce Riley and Walter Riley, her husband, of Allegany County, in the State of Maryland, parties of the first part, and Farmers and Merchants Bank of Keyser, West Virginia, a corporation, of Mineral County, in the State of West Virginia, party of the second part,



WITNESSETH: Whereas, Minnie Lee Boyce Riley and Walter Riley, her husband, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, as evidenced by a negotiable promissory note bearing even date herewith, executed by the said Minnie Lee Boyce Riley and Walter Riley, her husband, to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, in the sum of Four Thousand Three Hundred Fifty Dollars (\$4,350.00), with interest, at its Banking House in Keyser, West Virginia.

This note is payable in monthly instalments of Sixty (\$60.00) Dollars each due on the 29th day of each month hereafter until the entire principal sum, with interest, has been paid.

Default in the payment of any one of said monthly instalments of Sixty (\$60.00) Dollars, when due, shall at once cause the entire principal sum of said note to become due and payable.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Minnie Lee Boyce Riley and Walter Riley, her husband, do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its assigns, the following property,

to-wit:

All those two certain tracts or parcels of land situated, lying and being in Election District No. 7, between the Village of Dawson and the Village of Rawlings, in Allegany County, Maryland, and more particularly described by metes and bounds as follows:

1. BEGINNING at a large white oak tree, the beginning corner to the tract of which this is a part, standing in the southerly line of a tract of land called "Deer Park" and running, thence, with a portion of a line thereof and the first original line, N. 43° 32' E. 770 feet to an iron stake fourth corner to a tract of 42.4 acres sold to Conrad J. Roby by deed dated October 29, 1947; thence, reversing the third line thereof, S. 42° 25' E. 2995 feet to an iron stake in the west boundary line of the McMullen Highway; thence, leaving the said 42.4 acre tract and running with said Road line and a portion of the seventh original line, S. 56° 30' W. 222 feet to an iron stake in said Road line by a large flat stone; thence, S. 63° 00' W. 330 feet to another iron stake, the last original corner; thence, with the last original line, N. 46° 27' W. 2796.7 feet to the BEGINNING, containing 43.5 acres, more or less, and being part of a tract of 88 acres which was conveyed to the said Minnie Lee Boyce (now Minnie Lee Boyce Riley) by Mahala Flanagan, widow, by deed dated the 9th day of November, 1931, and recorded among the Land Records for Allegany County, Maryland, in Liber No. 166 folio 591.

2. BEGINNING at a locust post at the intersection of two wire fences in the north boundary line of the McMullen Highway (U.S. Route 220), beginning corner to the tract of which this is a part, and running, thence, with said road boundary and a part of the first line of the tract of which this is a part, by old calls, S. 61° 52' W. 100 feet to an iron stake; thence, leaving said road boundary and making a new division line, N. 46° 01' W. 251.5 feet to an iron stake in the Gas Company's right-of-way near a gas meter; thence, with said right-of-way, N. 51° 30' E. 100 feet to a stake in a wire fence, 4th corner to the original tract; thence, with the 4th original line, S. 44° 33' E. 267 feet to the place of BEGINNING, containing 58/100 of one acre, more or less, and being the same real estate which was conveyed to the said Minnie Lee Boyce Riley, as Minnie L. Riley, by Conrad J. Roby, unmarried, by deed dated the 29th

day of October, 1947, and to be recorded among the Land Records for Allegany County, Maryland, prior to the recording of this Mortgage, subject, however, to the reservation contained in said deed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Minnie Lee Boyce Riley and Walter Riley, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, or its assigns, the aforesaid sum of Four Thousand Three Hundred Fifty (\$4,350.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Minnie Lee Boyce Riley and Walter Riley, her husband, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Minnie Lee Boyce Riley and Walter Riley, her husband, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, or its assigns, or Joseph A. Blunden, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Minnie Lee Boyce Riley and Walter Riley, her husband, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Minnie Lee Boyce Riley and Walter Riley, her husband, further covenant to insure forthwith, and pending the existence of this mortgage, to

keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Three Hundred Fifty (\$4,350.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors:

Attest

F. C. Boor

Minnie Lee Boyce Riley
Minnie Lee Boyce Riley

F. C. Boor

Walter B. Riley
Walter B. Riley

STATE OF WEST VIRGINIA,

MINERAL COUNTY, to-wit:

I hereby certify, that on this 21 day of April, in the year nineteen hundred and Fifty-four, before me, the subscriber a Notary Public of the State of West Virginia, in and for said County, personally appeared Minnie Lee Boyce Riley and Walter Riley, her husband, and did acknowledge the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier of Farmers and Merchants Bank of Keyser, West Virginia, a corporation, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Nancy Belle Keyser
Notary Public

My commission expires

December 9, 1963.



RECORDED AND INDEXED
 To Earl E. Mangels, Atty. Gen.
 May 24, 1954

FILED AND RECORDED APRIL 22, 1954 at 9:00 A.M.

This Mortgage, Made this 20th day of April

in the year Nineteen Hundred and Fifty-four

by and between
 James W. Wiegand and Doris M. Wiegand, his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and Linna M. Litzenburg

of Allegany County, in the State of Maryland
 party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Six Hundred Fifty (\$650.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum until fully paid, and which said sum shall be repaid at the rate of Thirty-five (\$35.00) Dollars per month, the first of which said monthly payments shall become due and payable one month after the last payment is due and payable on that certain mortgage dated the day of January, 1952, between James W. Wiegand and Doris M. Wiegand, his wife, and Lennie R. Deffinbaugh and which said mortgage is recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 256, folio 458; and in the meantime the interest on said sum at the rate of 6% per annum shall become due and payable monthly; however, in the event that the aforesaid mortgage shall become in default and be foreclosed, then, and in that event, the principal sum and interest of this mortgage shall become due and payable at the same time and this mortgage may be foreclosed simultaneously with the foreclosure of the aforesaid mortgage; with the right reserved unto the mortgagors to prepay any and all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
 James W. Wiegand and Doris M. Wiegand, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
 Linna M. Litzenburg, her

heirs and assigns, the following property, to-wit:

ALL that parcel of land situate, lying, and being on the northerly side of Third Street in the City of Cumberland, Maryland, and which is more particularly described as follows, to-wit:

BEGINNING for the said lot at a point on the northerly side of Third Street, distant North 69 degrees 50 minutes West 165.2 feet from the intersection of the westerly side of Oak Street with the northerly side of Third Street; and running thence with the northerly side of Third Street, North 69 degrees 50 minutes West 16.8 feet to the easterly side of Old Alley as now laid out; and running thence with the easterly side of said Alley, North 20 degrees 10 minutes East 89 feet; thence South 69 degrees 50 minutes East 16.8 feet to a point distant 165.2 feet from Oak Street; thence with Oak Street, South 20 degrees 10 minutes West 89 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 16th day of January, 1952, by and between Earl E. Manges, Trustee, and James W. Wiegand and Doris M. Wiegand, his wife, and which said deed is recorded in Liber No. 238, folio 91, one of the Land Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James W. Wiegand and Doris M. Wiegand, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Linna R. Litzenburg, her

executors, administrator or assigns, the aforesaid sum of

Six Hundred Fifty (\$650.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

James W. Wiegand and Doris M. Wiegand, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James W. Wiegand and Doris M. Wiegand, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

--Linna R. Litzenburg, her

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James W. Wiegand

and Doris M. Wiegand, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James W. Wiegand and Doris M. Wiegand, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred Fifty (\$650.00) -----Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent

of her ~~ZZXXZZXXZZXXZZXXZZXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manger
Earl E. Manger

James W. Wiegand [SEAL]
Doris M. Wiegand [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of April
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James W. Wiegand and Doris M. Wiegand, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Lenna R. Lietzenburg
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Manger
Notary Public.

FILED AND RECORDED APRIL 22, 1954 at 12:45 P.M.
PURCHASE MONEY

This Mortgage, Made this 21st day of APRIL in the
year Nineteen Hundred and ~~Fifty~~ Fifty-four by and between
James W. Wiegand and Doris M. Wiegand, his wife.

acu
Be H. Lippert City
7/1/54

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors s, the sum of Fifty-six Hundred Seventy & 00/100 - - - (\$5670.00) - - - Dollars, which said sum the mortgagors s agree to repay in installments with interest thereon from the date hereof, at the ^FRate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-three & 38/100 - - - (\$43.38) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of Light Street known and designated as Lot No. 1M and part of Lots Nos. 15 and 16 adjoining thereto as shown on the amended Plat No. 2 of Bowmans Cumberland Valley Addition on or near the Valley Road approximately one mile in a northeasterly direction from the City of Cumberland, Allegany County, Maryland, the plat of which said addition is recorded in Liber No. 1, folio 28 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Light Street at the intersection with Light Street of the 8th line of a tract of land conveyed in a deed from Arthur E. Light to George D. Martin dated September 6, 1922, which is recorded in Liber No. 141, folio 285 one of the Land Records of Allegany County, Maryland, and running then with the westerly side of Light Street South 40 degrees 32 minutes West 40 feet to the northerly line of Lot No. 2M in said addition, and then with the northerly line of said Lot No. 2M North 48 degrees 40 minutes West 200 feet to the easterly side of an alley, then with said alley North 40 degrees 32 minutes East 70.9 feet, then South 47 degrees 40 minutes East 200 feet to the westerly side of Light Street and then with said Light Street South 40 degrees 32 minutes West 30 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James F. Bittner and Margaret E. Bittner, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously

with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-six Hundred Seventy & 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this

mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

[Signature]

[Signature] (SEAL)
James W. Wiegand
[Signature] (SEAL)
Doris M. Wiegand

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of APRIL
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James W. Wiegand and Doris M. Wiegand, his wife,

the said mortgagor s herein and ~~they~~ acknowledged the foregoing mortgage to be ~~their~~ act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public

FILED AND RECORDED APRIL 22, 1954 at 12:45 P.M.

PURCHASE MONEY

This Mortgage, Made this 21ST day of APRIL in theyear Nineteen Hundred and ~~Forty~~ Fifty-four by and betweenPatrick J. Murphy and Carole DarleneMurphy, his wife,of Allegany County, in the State of Marylandpart 102 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-eight Hundred Eighty & 00/100 - - - (\$2880.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 4 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-five & 95/100 - - - (\$25.95) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots and parcels of land on the easterly side of Summit Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 21, 22, 23, 24, 25, and 26, Block No. 4 in Fort Hill Addition, a plat of which is recorded in Plat Book 1, folio 23 among the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the easterly side of Summit Avenue at the end of the first line of Lot No. 20, Block No. 4, in said addition and running then North 2 degrees, 30 minutes East 50.4 feet, then North 43 degrees 15 minutes East 158.1 feet to the westerly side of an alley, then with said alley South 8 degrees 15 minutes West 180 feet to the end of the second line of said Lot No. 20, and then with said second line reversed North 81 degrees 45 minutes West 85 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Albert F. Stine and F. Elrose Stine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagors , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-eight Hundred Eighty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of

any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.


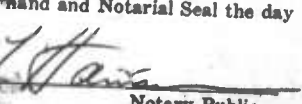
Attest:

  (SEAL)
Patrick J. Murphy
 (SEAL)
Carole Darlene Murphy

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 21ST day of APRIL
in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Patrick J. Murphy and Carole Darlene Murphy, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

 
WITNESS my hand and Notarial Seal the day and year aforesaid.
Notary Public

LIBER 304 PAGE 158

This Mortgage, Made this 20th. day of April in the year
Nineteen Hundred and Fifty-four by and between

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

Forty-seven - - - - - 20/00 Dollars.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgage, its successors and assigns, in fee simple, the following described property, to-wit:

BEGINNING for the same at a point in the center line of the State Road leading from Frostburg to Lonaconing, said point being at the end of 147.46 feet on the first line of a deed from The Consolidation Coal Company, a corporation, and others to David Leatherman, Jr., dated September 10, 1931 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 166, folio 565, and running

thence with the remaining part of said first line of said parcel of ground and with all the second line and part of the third line thereof, South 13 degrees 12 minutes East 115 feet, thence North 72 degrees 35 minutes West 159 feet, thence North 16 degrees 28 minutes East 110 feet, thence running across the aforesaid original parcel of ground, South 74 degrees 30 minutes East 151.5 feet to the place of beginning; containing .17 of an acre, more or less.

BEING the same property conveyed to the said John Leatherman and Elizabeth Leatherman, his wife, by deed from David Leatherman, Jr., unmarried, dated July 29th, 1938 and recorded in Liber No. 181, folio 181 among said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any

part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

John Leatherman (SEAL)
JOHN LEATHERMAN

Ralph M. Race
Ralph M. Race

Elizabeth Leatherman (SEAL)
ELIZABETH LEATHERMAN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 20th. day of ~~March~~ April In the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JOHN LEATHERMAN and ELIZABETH LEATHERMAN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William B. Jones~~ ^{G. Alvin Kreiling}, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ~~William B. Jones~~ ^{G. Alvin Kreiling} did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Matched *correctly*
Delbert L. Fazenbaker
Martin Station, R.R. 1, Lonaconing, Md.
May 25 1954

FILED AND RECORDED APRIL 23, 1954 at 10:00 A.M.

This Mortgage, Made this 21st day of November
in the year Nineteen Hundred and Fifty Three, by and between

Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Margaret M. Stender
of Wayne County, in the State of Michigan
part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Margaret M. Stender, party of the second part, in the just and full sum of One Thousand and Seventy Dollars (\$1,070.00) to be paid without interest, said principal to be repaid in monthly installments of at least Twenty Dollars (\$20.00), the first of said payments to become due thirty days from the date of these presents and each and every thirty days thereafter until the whole principal is paid in full, to secure which said principal, these presents are made. Said parties of the first part hereby covenant to pay to the party of the second part, her successors or assigns, the monthly payments as and when the same is due and payable. The parties of the first part shall have the right at any time to prepay any or all of the outstanding indebtedness accrued by this instrument.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Delbert L. Fazenbaker and
Delphia M. Fazenbaker, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said

Margaret M. Stender, her

heirs and assigns, the following property, to-wit:

All of that certain farm property located in Election District No. 15, near the Town of Lonaconing, Allegany County, Maryland, the same having been conveyed to Louia J. Miller, deceased, by the George's Creek Coal and Iron Company by three separate deeds, dated and recorded as follows:

FIRST: Deed dated June 26, 1895, recorded in Liber No. 78, folio 43, among the Land Records of Allegany County, Maryland.

SECOND: Deed dated February 18, 1905, recorded in Liber 103, folio 313, among the Land Records of Allegany County, Maryland.

THIRD: Deed dated October 27, 1904, recorded in Liber 103, folio 315, among the Land Records of Allegany County, Maryland.

Specific reference to the above deeds is made for a more accurate description thereof.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Margaret L. Stender, her

executor, administrator or assigns, the aforesaid sum of Ten Hundred and Seventy Dollars (\$1070.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Margaret L. Stender, her

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand and Seventy (\$1,070.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

and to cause the policy or policies issued therefor to be as fire and theft, and in case of fire, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor S

Attest:

[Signature]
[Signature]

Delbert L. Fazenbaker [SEAL]
Delphia M. Fazenbaker [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of April in the year nineteen Hundred and Fifty Three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Delbert L. Fazenbaker and Delphia M. Fazenbaker, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret M. Stender the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

Consent of
Geo. H. Legge Atty City
May 24 54

FILED AND RECORDED APRIL 23, 1954 at 2:00 P.M.
PURCHASE MONEY

This Mortgage, Made this 22nd day of APRIL in the year Nineteen Hundred and Fifty-four by and between George W. Lovenstein and Elizabeth H. Lovenstein,

his wife,

of Allegany County, in the State of Maryland

part. 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-six & 97/100 - - - (\$56.97) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of Bowling Avenue known and designated as Lots Nos. 22 and 23 in Bowling Green Tenth Addition sometimes known as Bowling Green Gardens on or near McMullen Highway about 2 miles westerly of the City of Cumberland, Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Bowling Avenue distant North 20 degrees 30 minutes West 279.13 feet from the intersection of the westerly side of Bowling Avenue with the division line between Bowling Green Second Addition and Bowling Green Tenth Addition and running then with said Bowling Avenue North 20 degrees 30 minutes West 73.57 feet, then still with said Bowling Avenue North 13 degrees 2 minutes West 4.3 feet, then leaving Bowling Avenue South 76 degrees 58 minutes West 120.9 feet to the easterly side of a 15 foot alley, then with said alley South 17 degrees 40 minutes East 19.1 feet, then still with said alley South 20 degrees 30 minutes East 74.04 feet, and then North 69 degrees 30 minutes East 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Kermit E. Berg and Mary V. Berg, his wife, of recent date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same, to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - (\$9000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor, ~~then~~ heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagor s.

Attest:

[Signature]

George W. Lovenstein (SEAL)
George W. Lovenstein
Elizabeth H. Lovenstein (SEAL)
Elizabeth H. Lovenstein

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22ND day of APRIL

in the year nineteen hundred and ~~says~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Lovenstein and Elizabeth H. Lovenstein, his
wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

[Signature]
WITNESS my hand and Notarial Seal the day and year aforesaid.
Notary Public

Compared and Made Delivered
To *Geo. W. Legge Atty. City*
May 24 19 54

FILED AND RECORDED APRIL 23, 1954 at 2:00 P.M.
PURCHASE MONEY

This Mortgage, Made this 22ND day of APRIL in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
William G. Patch and Goldie G. Patch,
his wife,

of Allegany County, in the State of Maryland
 part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Sixteen Hundred Fifty & 00/100 - - - - (\$1650.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Eighteen & 33/100 - - - - (\$18.33) - - - - Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that lot or parcel of ground situated on the westerly
 side of South Cedar Street in the City of Cumberland, Allegany
 County, Maryland, known and designated as Lot No. 11 in a series
 of lots laid off on part of Lot No. 28 of the division of the
 estate of Mary Ann O'Neill by T. L. Patterson, C.E., in 1897
 the description of which said Lot No. 11 is described in Liber No.
 87, folio 52 one of the Land Records of Allegany County, Maryland,
 which said lot is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of South Cedar
 Street at the end of the first line of Lot No. 10 in said sub-
 division and running then with said street North 28 degrees 30
 minutes East 50.75 feet, then North 71 degrees 20 minutes West 113.4
 feet to the easterly side of West Street, then with said West Street
 South 18 degrees 40 minutes West 50 feet to the end of the second
 line of said Lot No. 10 and then with said second line reversed South
 71 degrees 20 minutes East 104.33 feet to the place of beginning.

Being the same property which was conveyed unto the parties
 of the first part by deed of Henry J. Kabosky and Martha V. Powell,
 Executors under the Last Will and Testament of Elizabeth E. Kabosky,
 of even date, which is intended to be recorded among the Land Records
 of Allegany County, Maryland, simultaneously with the recording of
 these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
 payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
 Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
 indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
 indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or

at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors s, their representatives, heirs or assigns.

And the said mortgagors s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred Fifty & 00/100 - - (\$1650.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation s, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

George W. Legge

William G. Patch (SEAL)
William G. Patch
Goldie C. Patch (SEAL)
Goldie C. Patch

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of APRIL
in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William G. Patch and Goldie C. Patch, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be ~~their~~ act
and deed; and at the same time before me also personally appeared George W. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Notary Public

Compared and Made Return
To Mt. Airy City
March 22, 1954

FILED AND RECORDED APRIL 23, 1954 at 11:30 A.M.

This Mortgage, Made this 23rd day of April
in the year Nineteen Hundred and Fifty - Four, by and between

WILLIAM H. VERNALL and MILDRED P. VERNALL, his wife,

of Allegany County, in the State of Maryland



parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:



Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid, by the parties of the first part to the party of the second part in payments of not less than Thirty-One and 85/100 Dollars (\$31.85) per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and distinguished as Lot No. 10 as shown on the plat of the Charles Flinn Lots in Cresaptown, which plat is of record among the Land Records of Allegany County, Maryland, in Map Case Box No. 157, and said lot being more particularly described as follows:

BEGINNING for the same at a stake standing on the northerly side of Lee Street, where the dividing line between Lots Nos. 10 and 11 of said Addition intersects the said side of said street, and thence with said side of said Street South fifty-three degrees fifty minutes East sixty feet, thence North fifty-three degrees thirty-two

minutes East one hundred and five-tenths feet, thence North sixty-two degrees fifty-nine minutes West sixty-three and three-tenths feet, thence South fifty-three degrees thirty-two minutes West one hundred and six and eight-tenths feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Allen William Beeman, et ux., by deed dated the 9th day of January, 1950, and recorded in Liber No. 227, folio 517, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of

Three Thousand (\$3,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~beholden to the said~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Three Thousand and no/100 (\$3,000.00)----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s.

Attest:

[Signature]
[Signature]

William H. Vernall [SEAL]
William H. Vernall
Mildred P. Vernall [SEAL]
Mildred P. Vernall

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 23rd day of April

in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM H. VERNALL and MILDRED P. VERNALL, his wife, and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

John H. Kosner, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph D. Baker
Notary Public

Compared and Mailed 10/24/54
To Mtgee Balts 3 Md
May 24 1954

FILED AND RECORDED APRIL 23, 1954 at 2:40 P.M.

MORTGAGE

(Securing Two Notes)

THIS MORTGAGE, made this TWENTY SECOND day of APRIL
19 54, between LESTER RAINES and BESSIE VIOLA RAINES, also known as BESSIE RAINES,
his wife,

of the County of ALLEGANY, State of Maryland, hereinafter called "Mortgagor", and
THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the total principal sum of
FORTY FIVE HUNDRED Dollars (\$ 4500.00), this day lent the Mortgagor
by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his two certain promissory notes each
bearing even date herewith, one of said notes being in the amount of TWENTY FOUR HUNDRED Dollars
(\$ 2400.00), with interest at the rate of FOUR per centum (4 %) per
annum, said principal with interest being payable on an amortization plan in THIRTY successive semi-annual
instalments, the first instalment being due and payable on the SIXTEENTH day of JANUARY, 1955,
said note having been executed in renewal of an indebtedness, payable to the Mortgagee and evidenced by a note which
has been cancelled and secured by a mortgage which has been released of record simultaneously with the recording of
this mortgage; the other of said notes being in the amount of TWENTY ONE HUNDRED Dollars
(\$ 2100.00), with interest at the rate of FOUR and ONE HALF per centum (4 1/2 %) per annum,
said principal with interest being payable on an amortization plan in FORTY successive semi-annual
instalments, the first instalment being due and payable on the SIXTEENTH day of JANUARY, 1955;
each of said notes providing that defaulted payments shall bear interest at the highest rate permitted by law;

AND the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, the following property, to wit:

ALL those four certain contiguous tracts or parcels of land situate about 7 miles east of Cumberland on the Pleasant Valley Road, sometimes referred to as the "Bean's Cove Road" in the Twenty-first Election District, Allegany County, Maryland, containing in the aggregate 175 acres and 54 perches, more or less, and more particularly bounded and described as follows:

PARCEL 1: Parts of "Locust Thicket" and "The Resurvey on Lee's Venture" described as follows: BEGINNING at a post on the fourth line of a tract of land called "Hyatt's Hunting Ground" and about 4 perches east of a spring that empties into Bucy's Run, and running thence about 1 perch North of said spring and North 40 degrees West 50 perches to the seventh line of the "Resurvey on Lee's Venture," thence with said line North 72 degrees East 47-1/4 perches to the beginning of the 6th line of "Locust Thicket," thence reversing the 5th line thereof, North 63 1/2 degrees East 70 1/2 perches, South 50 degrees East 16-7/8 perches to the 4th line of "Hyatt's Hunting Ground," thence by a straight line to the beginning, containing 20 acres, 54 perches.

PARCEL 2: Part of the "Resurvey on Lee's Venture" West of the Bean's Cove Road and adjoining the second line of "Hyatt's Hunting Ground" containing 1 acre, more or less, being conveyed in a deed from Henry Smith to Jonathan Hendrickson dated September 22, 1842, and recorded in Liber DD, Folio 90 among the Land Records of Allegany County, Maryland.

PARCEL 3: "Hyatt's Hunting Ground" contained within the following metes and bounds: BEGINNING at two bounded white oaks standing on the North side of a hill and near the head of a spring that runs into Evitt's Creek near the Rocky Gap; and running thence

South 50 degrees East 28 perches, then North 51 degrees East 124 perches, North 26 degrees West 94 perches, thence South 50 degrees West 204 perches, then by a straight line to the beginning, containing 100 acres, the area thereof having been recomputed by planimeter and found to be 88 acres, more or less.

PARCEL 4: Part of tract called "Venture" and described as follows: BEGINNING at the end of the first line of the whole tract called "Venture" and running with the second line thereof North 72 degrees East 99 1/2 perches to the 6th line of a tract of land called "Luman's Rambles" and running with it North 20 degrees East 60 perches to the 4th line of the whole tract called "Venture" and with the lines thereof North 27 degrees West 24 perches, North 34 perches, North 20 degrees West 38 perches, North 79 1/2 degrees West 23 perches, South 27 degrees West 174 perches, South 40 degrees West 13 perches, then by a straight line to the beginning, containing 66 acres.

BEING the same land conveyed by Lavinia E. J. Reid, widow to Edward Raines for life only, remainder in fee to the said Lester Raines by deed dated March 5, 1945 and recorded among the Land Records of said County in Liber No. 203, folio 165 and subsequently the said Edward Raines and his wife conveyed all their interest in and to said land to the said Lester Raines by deed dated April 2, 1949 and recorded among said Land Records in Liber No. 224, folio 531.

THIS conveyance is subject to the right of way conveyed by the said Edward Raines and wife to Potomac Edison Company by deed dated April 2, 1945 and recorded among said Land Records in Liber No. 203, folio 695.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the notes secured hereby, then this mortgage shall be void, otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the notes secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever.

Third: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fourth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgagor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage;

Sixth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Seventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Eighth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Ninth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the notes secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but should default be made in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and conditions of this mortgage or the notes hereby secured, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Tenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the higher contract rate provided for in this mortgage;

Eleventh: That upon such default, in addition to any other remedies provided by law, it shall be lawful for the Mortgagee, its successors or assigns, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, and all costs incurred in making such sale, including a collection or attorney's fee of five (5) percent of the amount due hereunder, and to convey said property to the purchaser, his heirs and assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies or if there be no such newspaper published in said County, then in some newspaper having circulation in said County and by such other advertisement, if any, as the person making the sale may deem expedient;

That the proceeds arising from such sale shall be applied first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five (5) percent of the purchase price; second, to the balance of the debt hereby secured, including a collection or attorney's fee of five (5) percent of the amount due hereunder; and third, the residue, if any, shall be paid to the Mortgagor or to whomever may be entitled thereto;

Twelfth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale.

Thirteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.
WITNESS

Ray B. Day
Ray B. Day
Ray B. Day

Lester Raines (SEAL)
Lester Raines
Bessie Viola Raines (SEAL)
Bessie Viola Raines (SEAL)
Bessie Raines
Bessie Raines (SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the 23rd day of April, 1954 before
me, Rosalie A. Crabtree, the undersigned
personally appeared LUFSTER RAINES and BESSIE VIOLA RAINES, also known as BESSIE
RAINER, his wife,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to
me that they executed the same for the purposes therein contained and at the same time appeared.

TO-WIT: I, ROSA LIE A. CRABTREE, Notary Public for the State of Maryland, do hereby certify that the within named Mortgagor has made oath before me that the consideration set forth in said mortgage is true and bona fide as stated and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rosalie A. Crabtree
Notary Public

My commission expires May 4, 1955

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.

Compared and attested
by Notary Public
Rosalie A. Crabtree

FILED AND RECORDED APRIL 24, 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Twentieth day of April,
in the year Nineteen Hundred and Fifty-four-----, by and between
JAMES H. CIRILLO and MARGARET R. CIRILLO, his wife,

of Westernport, Allegany County, in the State of Maryland
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

party of the second part, WITNESSETH:

Whereas, the said James H. Cirillo and Margaret R. Cirillo, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND (\$4,000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FOUR THOUSAND DOLLARS (\$4000.00), payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date at the said Bank; and to be repaid in sums of not less than FIFTY (\$50.00) DOLLARS per month until the entire amount of principal and interest of said note has been fully paid; to secure the payment of which said sum of FOUR THOUSAND (\$4000.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said James H. Cirillo and Margaret R. Cirillo, his wife, parties of the first part, -----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said ----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

XXXX and assigns, the following property, to-wit:

All that certain lot of ground situated in the Town of Westernport, Allegany County, Maryland, described as follows:

All that part of Lot Number EIGHTY-TWO (82) in Hammond's Addition to said Town of Westernport, and BEGINNING for the same at the North-west corner of the intersection of Vine and Rock Streets, and running thence along the West side of Rock Street North 53 degrees 50 minutes West 90 feet; thence South 35 degrees 10 minutes West 50 feet; thence South 53 degrees 50 minutes East 99 feet to Vine Street; thence along the North side of Vine Street North 36 degrees 10 minutes to the place of beginning; and being the same property which was conveyed to the said James H. Cirillo and Margaret R. Cirillo, his wife, by Robert H. H. Maybury et al. by Deed, dated April 16th, 1954, and to be recorded

among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage; and, also,

All of the following property situate in the Town of Westernport, Allegany County, Maryland, described as follows, to wit:

All that certain lot of ground described as BEGINNING at the end of the first line of a Sub-division of Lots and known as Lot E and described as being distant South 79 degrees 30 minutes West 55½ feet from the first line of Lot D, owned in 1906 by John P. Dieter, and running thence South 76½ degrees West 40½ feet to a stake; thence North 28½ degrees West 39 feet to the East side of Walnut Street; thence with Walnut Street North 36½ degrees East 50 feet to a post; thence with the division line of Lot E South 22 degrees East 119 feet to the place of beginning; and being the same property which was conveyed unto the said James H. Cirillo and Margaret R. Cirillo, his wife, by Horace P. Whitworth, Executor of Edwin J. Roberts, by Deed, dated July 8th, 1950, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 230, folio 118, to which said Deed reference is hereby specially made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James H. Cirillo and Margaret R. Cirillo, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~XXXXX~~ or assigns, the aforesaid sum of FOUR THOUSAND DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part-----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXXXX~~ and assigns, or Harry K. Drane, its----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James H. Cirillo and

Margaret R. Cirillo, his wife, their----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors or----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Four thousand (\$4000.00)----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent

of its or----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

J. Edward Mayhew Jr. James H. Cirillo [SEAL]
J. Edward Mayhew Jr. Margaret R. Cirillo [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 20th day of April,

in the year nineteen Hundred and Fifty -four, before me, the subscriber,

a Notary Public of the State of West Virginia, in and for said County, personally appeared -----

James H. Cirillo and Margaret R. Cirillo his wife,-----

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared J. B. Determan,

CASHIER of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
My Commission expires
February 1961

J. Leonard Mayberry Jr.
Notary Public.

Compared and Mailed
To Mtge Frostburg Md
May 24 54

FILED AND RECORDED APRIL 24, 1954 at 9:20 A.M.
PURCHASE MONEY

This Mortgage, Made this 21st. day of April in the year
Nineteen Hundred and Fifty-four by and between

DONALD R. WADE and LENORA M. WADE, his wife,
of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called
mortgagor, which expression shall include the plural as well as the singular, and the feminine as
well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF
FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the
Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings
Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of
Fifty-Two Hundred - - - - - 00/00 Dollars
(\$5,200.00) with interest at the rate of four-1/2 per centum (4 1/2%) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of

Thirty-nine - - - - - 78/00 Dollars,
(\$39.78) commencing on the 1st. (1st) day of June, 1954
and on the 1st. day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
and payable on the 21st. day of April, 1969, 1968. Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said

DONALD R. WADE and LENORA M. WADE, his wife,
do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The
Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and
assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of land situate, lying and being on Bowery Street in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the South side of Bowery Street, said place of beginning being also at the end of the first line of the parcel of land conveyed by Olen Gunnett et ux to Ralph L. McKenzie et ux, by deed dated June 12, 1953 and recorded in Liber No. 250, folio 587 among the Land Records of Allegany County, Maryland, and running thence with Bowery Street, South 36 degrees West 51.37 feet thence leaving Bowery Street, South 34 degrees East 150 feet to an alley, thence with said alley, North 36 degrees East 51.37 feet to the end of the second line of said McKenzie deed, thence reversing said second line of said deed, North 54 degrees West 150 feet to the place of beginning.

Said property comprises the whole of the First Parcel and a part of the Second Parcel of land conveyed to George M. Gunnett et ux, by deed from Conrad Hohing et ux, dated January 14, 1932 and recorded in Liber No. 167, folio 88 among said Land Records.

BEING a part of the same property devised to Olen Gunnett by the Last Will and Testament of George M. Gunnett, deceased, probated in the Orphans' Court for Allegany County, Maryland, in Liber 'Y', folio 7.

BEING also the same property conveyed to the said Donald R. Wade and Lenora M. Wade, his wife, by deed of even date herewith from the said Olen Gunnett et ux, which is intended to be recorded among said Land Records simultaneously with this Mortgage which is executed to secure a part of the purchase price of the above described property and is in whole a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifty-two Hundred - - - - - 00/00

(\$ 5,200.00) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Face
Ralph M. Face

Donald R. Wade (SEAL)
DONALD R. WADE

Ralph M. Face
Ralph M. Face

Lemora M. Wade (SEAL)
LEMORA M. WADE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 21st. day of April in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

DONALD R. WADE and LEMORA M. WADE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared G. Alvin Kreiling, Treasurer of THE

FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth: and the said ~~William H. Face~~ ^{G. Alvin Kreiling} did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Face
Ralph M. Face Notary Public

*This document was filed with the
Mortgage Recording Office
Maryland*

FILED AND RECORDED APRIL 24, 1954 at 9:20 A.M.

This Mortgage, Made this 21st. day of April in the year
Nineteen Hundred and Fifty-four by and between

SAMUEL F. DISHONG, JR., and MARGUERITE DISHONG, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of **THREE THOUSAND TWO HUNDRED AND NO/100** ----- Dollars (\$ 3,200.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Twenty-seven ----- 01/00 Dollars,

(\$ 27.01) commencing on the 21st. day of May, 1954 and on the 21st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 21st. day of April, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.



AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - -

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that piece or parcel of ground situated in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing on the East side of Frost Avenue, (extended) said stake being also at a point on the West boundary line of Lot No. 37 of Hitchins' First Addition to Frostburg, a plat of which is recorded in Liber No. 103, folio 725, of the Land Records of Allegany County, Maryland, and at the end of the first line of a deed from Samuel F. Dishong, Sr., et ux, to William D. Dishong, et ux, dated May 15, 1946 and recorded in Liber No. 209, folio 41 of the aforesaid Land Records, and running thence with the Eastern limits of Frost Avenue, extended, North 1 degree 45 minutes East 85.8 feet to a stake standing at the Northern end of the West boundary line of Lot No. 36 of the aforesaid Addition, thence South 87 degrees 45 minutes East 104.64 feet to a stake on the Western limits of a 20 foot alley, thence with said alley, South 25 degrees East 75.5 feet to a post standing at the end of the second line of the aforesaid Samuel F. Dishong - William D. Dishong

deed, thence with said second line reversed, South 84 degrees 20 minutes West 140 feet to the beginning.

The lot herein described is composed of a part of Lot No. 36 and a part of Lot No. 37 of Hitchins' First Addition to Frostburg.

BEING the same property which was conveyed to the said Samuel F. Dishong, Jr., and Marguerite Dishong, his wife, by deed from Samuel F. Dishong, Sr., and Katherine Dishong, his wife, dated May 17, 1946 and recorded in Liber No. 209, folio 96 among said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND TWO HUNDRED AND NO/100 - - - - - (\$ 3,200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Samuel F. Dishong, Jr. (SEAL)
SAMUEL F. DISHONG, JR.
Marguerite Dishong (SEAL)
MARGUERITE DISHONG
(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 21st. day of April in the year Nineteen.

Hundred and Fifty ~~four~~ before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

SAMUEL F. DISHONG, JR., and MARGUERITE DISHONG, his wife,

and **each** acknowledged the foregoing mortgage to be **their respective** act; and at the same time, before me also personally appeared **G. Alvin Kreiling**, ~~Wenzelzyen~~, Treasurer of **THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said **G. Alvin Kreiling** ~~Wenzelzyen~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day ~~and~~ year above written.



Ray M. Race

Notary Public

Compared and Mailed ~~to~~
To Earl E. Mangel, Atty. Gen.
May 24 1954

FILED AND RECORDED APRIL 24, 1954 at 9:20 A.M.

PURCHASE MONEY

This Mortgage, Made this 23rd day of April
in the year Nineteen Hundred and Fifty-four _____, by and between
Clyde R. Sullivan and Pauline M. Sullivan, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Avery L. Chedester and Grace E. Chedester, his wife,

of Allegany County, in the State of Maryland

part 1es_____ of the second part, WITNESSETH:

Whereas, the Parties of the First Part are just and bona fide indebted unto the Parties of the Second Part in the full and just sum of One Thousand (\$1,000.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of fifteen (\$15.00) Dollars per month, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, and out of said monthly payments first shall be computed and deducted the interest on the aforesaid principal sum or any balance thereof, and the balance to be applied to the reduction of said principal sum; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clyde R. Sullivan and Pauline M. Sullivan, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Avery T. Cheester and Grace E. Cheester, his wife, their

heirs and assigns, the following property, to-wit:

ALL that piece or parcel of ground lying and being in Election District No. 2, in the City of Cumberland, Allegany County, Maryland, being one-half of Lot No. 31 in Gephardt's Addition to the City of Cumberland, which is more fully described as follows:

BEGINNING for the said lot at a stake on the south side of Columbia Street and at the end of the first line of Lot No. 30 in said Addition; thence running with Columbia Street, North 60.75 degrees west 25 feet; thence South 29.25 degrees west 140 feet to Bond Street (formerly known as German Street); and thence with Bond Street, South 60.75 degrees East 25 feet to the end of the second line of said Lot No. 30; and thence with said second line reversed North 29.25 degrees East 140 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed herewith by deed of even date, by and between Avery T. Cheester and Grace E. Cheester, his wife, and Clyde R. Sullivan and Pauline M. Sullivan, his wife, and which said deed is to be recorded among the Land records of Allegany County, Maryland, simultaneously with the recording of this Purchase Money Mortgage, a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clyde R. Sullivan and Pauline M. Sullivan, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Avery T. Cheester and Grace E. Cheester, his wife, their

executors, administrators or assigns, the aforesaid sum of

One Thousand (\$1,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Clyde R. Sullivan and Pauline M. Sullivan, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Clyde R. Sullivan and Pauline M. Sullivan, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Avery T. Chedester and Grace E. Chedester, his wife, their

heirs, executors, administrators and assigns, or Earl L. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Chesapeake Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Clyde R. Sullivan and Pauline M. Sullivan, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Clyde R. Sullivan and Pauline M. Sullivan, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00) Dollars - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees their heirs or assigns, to the extent of XXXXXX their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

B Glenn Watson
B Glenn Watson

Clyde R. Sullivan [SEAL]
Pauline M. Sullivan [SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23rd day of April in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Clyde R. Sullivan and Pauline M. Sullivan, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Avery T. Chedester and Grace E. Chedester, his wife,

the within named mortgagee,s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

B Glenn Watson
Notary Public.

Wetzel City
May 20 1954

FILED AND RECORDED APRIL 24, 1954 at 10:55 A.M.



THIS MORTGAGE, Made this 23rd day of April, 1954, by and between RAYMOND E. HOWARD and MINNIE S. HOWARD, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly created under the Laws of the United States, party of the second part, WITNESSETH:

THAT, the said parties of the first part are jointly and bona fide indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00) which said sum the said parties of the first part covenant and agree to pay one year after date with interest from date at the rate of six percent (6%) per annum, payable at the office of the party of the second part at No. 153 Baltimore Street, Cumberland, Allegany County, Maryland. Privilege is reserved to prepay at any time without premium or fee the entire indebtedness or any part thereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One Dollar (\$1.00) and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do hereby give, grant, bargain and sell, release, convey and confirm unto the party of the second part, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Easterly side of the Uhl Highway, leading from Cumberland to Oldtown, in Election District No. 16 in Allegany County, State of Maryland and more particularly described as follows to-wit:

BEGINNING FOR THE same at an iron stake standing at the end of the first line of a parcel of ground conveyed by Harry M. Davis et ux., to Mathien E. Crites et ux., by a deed dated September 6, 1941, and recorded in Liber No. 221 folio 422 of the Land Records of Allegany County, Maryland, and continuing thence with the East side of the Uhl Highway (Magnetic bearings as of the said Crites deed and with horizontal measurements) North 20 degrees 42 minutes West 26.5 feet to an iron stake standing on the South side of a 20 foot lane or road; thence with the South side of the lane, South 87 degrees 50 minutes East 225.8 feet to an iron stake; thence South 20 degrees 15 minutes East 199.5 feet to an iron stake; thence South 69 degrees 45 minutes West 208.7 feet to the beginning, containing 1.17 acres more or less.

LESLIE J. CLARK

IT BEING the same property which was conveyed to the parties of the first part by a deed from Olive M. Nesbitt et ux., dated September 11, 1953 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 253 folio 226.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging

or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns do and shall pay to the party of the second part, its successors or assigns, the aforesaid sum of Four Thousand (\$4,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon and during the meantime all taxes, assessments and public liens levied on said property, and which taxes, assessments and interest thereon, said parties of the first part hereby covenant to pay when lawfully demandable, and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the said party of the second part shall have the full legal right to pay the same, together with the interest, penalties and legal charges thereon and collect the same, with interest, as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said THE FIRST NATIONAL BANK OF CLEVELAND, its successors and assigns, or Leslie J. Clark, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns, together with all expenses incurred.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the party of the second part, its successors or assigns, the improvements on the hereby mortgaged land to the

LESLIE J. CLARK

amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the party of the second part, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the party of the second part or the party of the second part may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the parties of the first part.

THUS DONE:

A. G. Hebbach

Raymond E. Howard (S11)
Raymond E. Howard

Minnie S. Howard (S11)
Minnie S. Howard

LESLIE J. CLARK
ATTORNEY AT LAW

CUMBERLAND,

ALLEGANY COUNTY, W. VA.

I HEREBY CERTIFY, that on this 23 day of April, 1954, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Raymond E. Howard and Minnie S. Howard, his wife, and acknowledged the foregoing mortgage to be their respective act and deed; and at the same time personally appeared Albert W. Tindal, President of The First National Bank of Cumberland, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Albert W. Tindal did further, in like manner, make oath that he is President of The First National Bank of Cumberland, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal.



A. G. Hebbach
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED APRIL 27, 1954 at 9:45 A.M.

THIS MORTGAGE, Made this 26th day of April, 1954, by and between GEORGE O. HOLLAR and GRACE D. HOLLAR, his wife, and C. RICHARD HOLLAR and LILLIAN G. HOLLAR, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and lawfully indebted unto the party of the second part in the full and just sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Ninety One Dollars and Ten Cents (\$91.10) on account of interest and principal, payments to begin on the 26th day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

THAT for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of ground situated, lying and being on Springdale Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

ALL that lot or parcel of ground situated on the westerly side of Springdale Street, in the City of Cumberland, Allegany County, Maryland, referred to in a deed from Henry Schriver et ux.

to H. John Schriver, as part of lot No. 21, in Schriver's Addition to Cambridge, but shown as part of lot No. 19 on the Plat of said Addition, filed in Liber No. 76, folio 687, one of the Land Records of Allegany County, Maryland, and more fully described as follows:

BEGINNING for the same at the intersection of the Southerly side of Third Street with the Westerly side of Springdale Street, and running thence with the Westerly side of Springdale Street, South $21\frac{1}{2}$ degrees West 82 feet, then North $67\frac{3}{4}$ degrees West 106 feet, then South 19 degrees West 48 feet, to the Northerly side of Claiborne Street, then with the Northerly side of said street, North $67\frac{3}{4}$ degrees West 10 feet to the portion of said whole lot heretofore conveyed by Kezia Smith to Nicola Perotta, by deed dated the 17th day of May, 1913, and recorded in Liber No. 112, folio 440, one of the Land Records of Allegany County, Maryland, and running thence with the line of said Perotta lot, and the same extended, North 19 degrees East 125- $\frac{1}{2}$ feet to the Southerly side of Third Street, then with said side of Third Street, South 69 degrees and 25 minutes East 118 feet to the place of beginning.

It being the same property conveyed to the said George O. Hollar and C. Richard Hollar by Ethelyn Davis, unmarried, by deed dated February 29, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber 198, folio 597.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it

is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the principal, interest, or of the interest thereon, in whole or in part, or in any interest, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Garner, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Thousand Two Hundred (\$8,200.00) Dollars, and to cause the policy

or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, and the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagees.

WITNESS AS TO ALL:

P. V. Jr.

George O. Hollar (SEAL)
George O. Hollar

Grace D. Hollar (SEAL)
Grace D. Hollar

C. Richard Hollar (SEAL)
C. Richard Hollar

Lillian G. Hollar (SEAL)
Lillian G. Hollar

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 26th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE O. HOLLAR and GRACE D. HOLLAR, his wife, and C. RICHARD HOLLAR and LILLIAN G. HOLLAR, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel H. Odes
Notary Public
My Commission expires May 2, 1955

Copy of *Gen 0 18*
Mtge City
May 24 1954

LIBER 304 PAGE 194

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

This Mortgage, Made this 26th day of
April in the year nineteen hundred and fifty-four, by and between

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Eighteen Hundred Seventy-Five (\$1875.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground known and distinguished
as Lots Nos. 444, 445, 446, 447 and 448 of Section A, as shown on the
Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumber-
land and described as a whole as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue at
the end of the first line of Lot No. 443 and running with the division
line of Lots 443 and 444, South 67 degrees 50 minutes East 150 feet to
the Westerly side of the fifteen-foot alley and with said alley, North
22 degrees 10 minutes East 200 feet, then North 67 degrees 50 minutes
West 150 feet to the Easterly side of Lake Avenue and with it, South
22 degrees 10 minutes West 200 feet to the beginning.

It being the same property which was conveyed unto the said
Mortgagors by Earl D. Dietz and wife, by deed dated the 16th day of
October, 1945, and recorded in Liber No. 205, folio 551, one of the
Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Eighteen Hundred Seventy-Five - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which

would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighteen Hundred Seventy-Five (\$1875.00) - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Samuel J. Hutzell (SEAL)
Samuel J. Hutzell

Martha Ellen Hutzell ATTEST

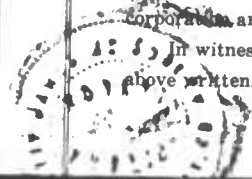
A Notary Public, duly qualified, on this 26 day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said Corporation, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Sherry
Notary Public

*Filed for record
Mtg. City
May 24 1954*

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

THIS MORTGAGE, Made this *26th* day of April, 1954, by and between Thelma Crawford and George F. Crawford, her husband, of Baltimore City, in the State of Maryland, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Elizabeth Rhodes Buchanan, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Twenty-Five Hundred Dollars (\$2500.00), as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thelma M. Crawford and George F. Crawford, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The



Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeastern side of Woodlawn Terrace in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 187, in Gephart's Bedford Road Addition to Cumberland and particularly described as follows, to-wit:

BEGINNING for the same on the Southeastern side of Woodlawn Terrace at the end of the first line of Lot Number 186 in said Addition and running thence with the Southeastern side of Woodlawn Terrace, South 41 degrees and 18 minutes West 30 feet, thence at right angles to said Woodlawn Terrace, South 48 degrees and 42 minutes East 136.74 feet to the Northwestern side of Davidson Street, and with it, North 39 degrees and 10 minutes East 30.02 feet to the end of the second line of said Lot Number 186, thence with said second line reversed, North 48 degrees 42 minutes West 135.63 feet to the place of beginning.

It being the same property which was conveyed by Herman F. Bowman, divorced, unto Thelma M. Bowman, divorced by deed dated March 14, 1944, and recorded in Liber 199, folio 49, one of the Land Records of Allegany County. The said Thelma M. Bowman who was divorced from the said Herman F. Bowman A VINCULO MATRIMONII has since intermarried with George F. Crawford and is now Thelma M. Crawford.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining. •

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Twenty-five Hundred Dollars (\$2500.00), together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made,

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors, or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Twenty-Five Hundred Dollars (\$2500.00), and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

Thelma M. Crawford (SEAL)
Thelma M. Crawford

WITNESS:

George P. Crawford

George P. Crawford (SEAL)
George P. Crawford

STATE OF MARYLAND
CITY OF BALTIMORE

TO WIT:

I HEREBY CERTIFY, That on this 20th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Thelma M. Crawford and George F. Crawford, her husband, and each acknowledged the foregoing Mortgage to be their act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

STATE OF MARYLAND

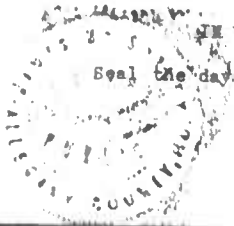
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 21st day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, and

the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



James M. [Signature]
Notary Public

Compared and Mailed *Richard E.*
To *George R. Hughes Atty City*
May 24 1954

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

This Mortgage, made this 27th day of April, in the year Nineteen Hundred and fifty-four, by and between William A. Burkey, unmarried,



expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

Ambrose J. Burkey and Henrietta H. Burkey, his wife,

hereinafter called Mortgagee s, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1es of the second part, witnesseth:

WHEREAS, The said William A. Burkey, unmarried, stands indebted unto Ambrose J. Burkey and Henrietta H. Burkey, his wife, in the just and full sum of Seventy-Seven Hundred (\$7700.00) Dollars, payable to the order of the said Mortgagees, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Bedford Road in Election District No. 23, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Easterly margin of the Bedford Road at the Northwesterly corner of the parcel of land conveyed by Hannah B. McElfish to John Resley Willison and Isora Willison, his wife, and running thence by said land, South 53½ degrees East 110 feet, then North 34½ degrees East 50 feet, then North 53½ degrees West 110 feet to the Easterly side of Bedford Road, and then with said Road,



South 34½ degrees West 50 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Ambrose J. Burkey and wife, by deed dated April 12, 1954, and duly recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee s the aforesaid

Seventy-Seven Hundred (\$7700.00) Dollars,

and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes, their duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least

Seventy-Seven Hundred (\$7700.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

James M. Lohley

William A. Burkey (SEAL)
William A. Burkey (SEAL)
(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of April, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, William A. Burkey, unmarried,

the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Ambrose J. Burkey and Henrietta H. Burkey, his wife,

the within named Mortgagee s, and made oath in presence of me that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



James M. Lohley
Notary Public

Cumberland, Maryland
April 27, 1954.

FOR VALUE RECEIVED, we hereby transfer and assign the within and foregoing Mortgage unto The Liberty Trust Company of Cumberland, Maryland and guarantee the payment thereof in accordance with the terms and conditions thereof set forth.

WITNESS:

APR 27 1954

James M. [illegible]
Witness
James M. [illegible]

Ambrose J. Burkey (SEAL)
Ambrose J. Burkey
Henrietta H. Burkey (SEAL)
Henrietta H. Burkey

Compared and ~~delivered~~ Delivered
T. Mtge. City
May 24 1954

FILED AND RECORDED APRIL 27, 1954 at 2:40 P.M.

This Mortgage, Made this 27th day of

April in the year nineteen hundred and fifty-four, by and between

Charles E. Robinson and Kathryn V. Robinson, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Charles E. Robinson and Kathryn V. Robinson, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Ninety-Three Hundred (\$9300.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) - - - per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in

order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles E. Robinson and Kathryn V. Robinson, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated on Kent Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 3, Block 19, of the Cumberland Heights Addition, and described as follows:

BEGINNING for the same on the Southerly side of Kent Avenue at the dividing line between Lots Nos. 2 and 3 of Block 19 of said Addition, said point of beginning being distant North 51 degrees 18 minutes West 75½ feet from the intersection of the Westerly side of Memorial Avenue and the Southerly side of Kent Avenue, and running with said dividing line, South 38 degrees 42 minutes West 120 feet to an alley, thence with said alley, North 51 degrees 18 minutes West 38 feet to the division line between Lots Nos. 3 and 4 of said Block No. 19, thence with the said dividing line, North 38 degrees 42 minutes East 120 feet to the Southerly side of Kent Avenue, and thence with said Avenue, South 51 degrees 18 minutes East 38 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Earl E. Broadrup and wife, by deed dated October 10, 1952, and recorded in Liber No. 245, folio 92, one of the Land Records of Allegany County.

This obligation is also secured by a Chattel Mortgage bearing even date herewith and by and between the same parties, which Chattel

Mortgage covers certain items of personal property. It being understood, however, that the total obligation as evidenced by this Mortgage and the Chattel Mortgage above referred to is Ninety-Three Hundred (\$9300.00) Dollars, together with the interest thereon at the rate above provided.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ninety-Three Hundred (\$9300.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the Mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then

the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ninety-Three Hundred (\$9300.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Charles E. Robinson (SEAL)
Charles E. Robinson

Jamie M. Arley

Kathryn V. Robinson (SEAL)
Kathryn V. Robinson

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Charles E. Robinson and Kathryn V. Robinson, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Jamie M. Arley
Notary Public

Conveyed and ~~Value~~ Delivered
 To Leo H. Legge, Attorney
 May 27 1954

FILED AND RECORDED APRIL 28, 1954 at 1:55 P.M.
 PURCHASE MONEY

157
This Mortgage, Made this 27TH day of APRIL in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Loran E. Morey and Winifred Jean Morey, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-seven Hundred & 00/100 - - - - - (\$7700.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-two & 92/100 - - - - - (\$62.92) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being in Election District No. 29, in Allegany County, Maryland, comprising a part of the William Long Farm in LaVale, Allegany County, Maryland, and located on the northerly side of Fourth Street as laid out and shown in an addition known and designated as "Long's National Highway Second Addition, LaVale, Maryland", a plat of which is duly recorded in Liber 1, folio 97 among the Plat Records of Allegany County, Maryland, the lot herein described and conveyed being a portion of the unnumbered piece of land shown on said plat immediately northeast of whole Lot No. 61 in said addition and particularly described by metes and bounds, as follows, to-wit:

Beginning for the same on the northerly side of said Fourth Street in said addition distant North 48 degrees 41 minutes East 62 feet measured along said side of Fourth Street from its point of intersection with the northeasterly line of whole Lot No. 61 in said addition; and running then with said side of Fourth Street, North 48 degrees 41 minutes East a distance of 88 feet to intersect the extension of the westerly side of Woodlawn Avenue as shown on said plat if the same were extended in a northwesterly direction beyond the

northerly side of Fourth Street; then North 41 degrees 19 minutes West 143 feet to a 10 foot alley; then with said alley South 72 degrees West 141.5 feet to a 20 foot alley; then with said 20 foot alley, South 68 degrees 45 minutes East 111.5 feet; then South 48 degrees 41 minutes West 8.5 feet; and then South 41 degrees 19 minutes East 100 feet to the place of beginning.

And especially together with the right to use in perpetuity, in common with the grantors, their heirs and assigns, the twelve foot strip of land westerly of the last line of the within described parcel of land for its entire length for the purpose of ingress and egress over and across the same, for all proper purposes.

Being the same property which was conveyed unto the parties of the first part by deed of Margaret P. Long and Charles D. Long, her husband, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

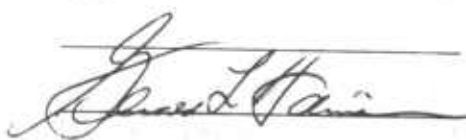
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-seven Hundred & 00/100 - - (\$7700.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

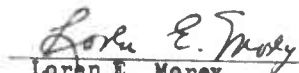

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:




Loren E. Morey (SEAL)

Winifred Jean Morey (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of APRIL
in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Loren E. Morey and Winifred Jean Morey, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Notary Public

Compared and ~~Given~~ Delivered &
To *Ms. H. Lipp* Atty. Gen.
May 24 1954

LIBER 304 PAGE 208

2
FILED AND RECORDED APRIL 28, 1954 at 1:55 P.M.

This Mortgage, Made this 27TH day of April
in the year Nineteen Hundred and fifty-four, by and between

LOREN ESSEX MOREY and WINIFRED JEAN MOREY, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

CHARLES D. LONG and MARGARET P. LONG, his wife

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said parties of the second part, their heirs and assigns, in the full and just sum of Two Thousand Dollars (\$2,000.00), payable five years after date, together with interest at the rate of FIVE & ONE-HALF per cent (5½ %) per annum to be computed and payable monthly as it accrues. The parties of the first part covenant to repay said sum in monthly installments of not less than Twenty-five Dollars (\$25.00) each, including interest, commencing one month after the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated, lying and being in Election District No. 29, in Allegany County, Maryland, comprising a part of the William Long Farm in LaVale, Allegany County, Maryland, and located on the northerly side of Fourth Street as laid out and shown in an Addition known and designated as "Long's National Highway Second Addition, LaVale, Maryland", a Plat of which is duly recorded among the Land Records of Allegany County, Maryland, the lot herein described and conveyed being a portion of the unnumbered piece of land shown on said Plat immediately Northeast of whole Lot No. 61 in said Addition and particularly described metes and bounds, as follows:

BEGINNING for the same on the northerly side of said Fourth Street in said Addition distant North 48 degrees 41 Minutes East 62 feet measured along said side of Fourth Street from its point of intersection with the northeasterly line of whole Lot No. 61 in said Addition; and running thence with said side of Fourth Street, North 48 degrees 41 minutes East a distance of 88 feet to intersect the extension of the westerly side of Woodlawn Avenue as shown on said Plat if the same were extended in a northwesterly direction beyond the northerly side of Fourth Street; thence North 41 degrees 19 minutes West 143 feet to a 10 foot alley; thence with said alley South 72 degrees West 141.5 feet to a 20 foot alley; thence with said 20 foot alley, South 68 degrees 45 minutes East 111.5 feet; thence South 48 degrees 41 minutes West 8.5 feet; thence South 41 degrees 19 minutes East 100 feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Margaret P. Long and Charles D. Long, her husband, by deed of even date and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage

This mortgage is given to secure part of the purchase price of the within described parcel of land and is a purchase money mortgage.

It is subsequent to a mortgage of even date herewith, given to The First Federal Savings and Loan Association of Cumberland, Maryland, by the parties of the first part herein, also covering the within described parcel.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of TWO THOUSAND DOLLARS - - - - - 00/100 (\$2,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part 100 of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 100 of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part 100 of the second part, their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 100 of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND 00/100 (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

James L. Han

Loren Essex Morrey
LOREN ESSEX MORREY [Seal]

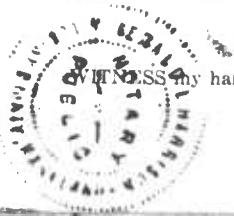
James L. Han

Winifred Jean Morrey
WINIFRED JEAN MORREY [Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 27TH day of April
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
LOREN ESSEX MOREY and WINIFRED JEAN MOREY, his wife,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

CHARLES D. LONG, one of
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles D. Long
Notary Public

Compared on Walled Caves
Handwritten Return
to Mtge % 158 Bldg City
May 24 1954

FILED AND RECORDED APRIL 28, 1954 at 2:30 P.M.

PURCHASE MONEY

This Mortgage. Made this 20th day of April,
in the year Nineteen Hundred and Fifty-four, by and between

RICHARD DIAMOND and EVELYN DIAMOND, his wife,
of Allegany County, in the State of Maryland,
parties of the first part, and VERONICA C. DIAMOND

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of ELEVEN THOUSAND DOLLARS (\$11,000.00), payable one year after date, together with interest thereon at the rate of six per cent (6%) per annum, payable quarterly and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant and agree to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being in the City of Cumberland, Allegany County, Maryland, and being part of the lot distinguished on the Plat of said City as No. 195, and contained within the following metes and bounds, courses and distances, to wit:

BEGINNING for the outlines of the piece hereby intended to be conveyed at a point on the Western side of Mechanic Street at the Northernmost corner of the building on the corner of said Mechanic and Baltimore Streets known as the "Old National House" and now (1872) occupied by R. Read and Bro., as a Grocery Store, and by other parties, said point being distant 64 feet and 9 inches measured along said Western side of Mechanic Street from the Northern side of Baltimore Street, treating the easternmost corner of the said "Old National

House" as the intersection of said Streets, and running thence with Mechanic Street North 21-1/2 degrees West 20 feet and 6 inches to the center of the front of the division wall between the building on the land hereby intended to be conveyed and that occupied by William F. Hoblitzell (1872) as a saddler's shop, (said building being now (1954) owned by the said Richard Diamond and Evelyn Diamond, his wife,) then through the center of said division wall (which it is understood and agreed is to be considered as a party wall, and to stand for the benefit of the properties on each side thereof), and with the said center line extended, South 72-1/2 degrees West 104 feet and 4 inches, then South 18-1/2 degrees East 20-1/2 feet to the line of the outside of the Northern wall of the aforesaid building known as the "Old National House" extended, then North 71-1/2 degrees East 104 feet and 4 inches to the place of beginning.

TOGETHER with all the other, rights, privileges and easements and appurtenances for the benefit of the aforesaid property as may have been granted or to which the parties of the first part may be entitled by reason of the conveyance of said property from Mary C. Dean, widow, et al to the parties of the first part by deed dated April 9, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of Eleven Thousand Dollars (\$11,000.00).

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-
est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the
second part, her

heirs, executors, administrators and assigns, or Matthew J. Mullaney,
~~xxx~~ her ~~xxx~~ duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first
part, their

heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Eleven Thousand Dollars (\$11,000.00)

~~xxxx~~
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee her heirs or assigns, to the extent
of her ~~xxxx~~ lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest as to both signatures:

[Signature]

Richard Diamond [SEAL]
Richard Diamond

[SEAL]

Evelyn Diamond [SEAL]
Evelyn Diamond

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of April,
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
RICHARD DIAMOND and EVELYN DIAMOND, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared **VERONICA C.**
DIAMOND,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.



*Compared and Matched with
the Original Mortgage. Md.
Filed April 28, 1954*

FILED AND RECORDED APRIL 28, 1954 at 2:30 P.M.

This Mortgage, Made this 26th day of April,
in the year Nineteen Hundred and Fifty -four, by and between

WALTER A. JOHNSON, widower,

of Allegany County, in the State of Maryland,
party of the first part, and **THE FIRST NATIONAL BANK OF MOUNT SAVAGE,**
MARYLAND, a national banking corporation, having its principal office
in Mt. Savage,

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the party of the first part is firmly indebted unto the
said party of the second part in the full and just sum of **ELEVEN**



HUNDRED DOLLARS (\$1,100.00) as evidenced by his promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually and which said sum of money together with the interest thereon as aforesaid the said party of the first part covenants to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns,

~~Notwithstanding~~ the following property, to-wit:

All that lot or parcel of ground lying and being in Mount Savage, Allegany County, State of Maryland, and being Lot No. 26 of the Lots laid off and platted by Thomas Perry, Trustee of the estate of Raphael Logsdon, deceased, and more particularly described or referred to in that certain deed from Angus McAtee, widower, to Walter A. Johnson and Margaret C. Johnson, his wife, by deed dated March 10, 1930, and recorded among the Land Records of Allegany

Maryland, in Deed Liber No. 162, folio 625, the said Margaret C. Johnson having since departed this life and the title to said property being vested in Walter A. Johnson, her surviving husband, by operation of law.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns.

~~XXXXXXXXXXXXXXXXXXXX~~ the aforesaid sum of Eleven Hundred Dollars
(\$1,100.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on this part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the
first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors or assigns.

~~his executors, administrators and assigns~~ or Matthew J. Mullaney, its
~~his two or three~~ duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said party of the first part, his _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his _____ representatives, heirs or assigns.

And the said party of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred Dollars (\$1,100.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors and assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

Betty Black

Walter A. Johnson

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 26th day of April,
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

WALTER A. JOHNSON, widower,
and he acknowledged the foregoing mortgage to be his
act and deed; and at the same time before me also personally appeared RAYMOND L.
HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in
due form of law that he is the Cashier of said bank and is duly
qualified to make this affidavit.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Betty Black

Notary Public.

Compared and Mailed *Levens*
To *Mtgee P.O. Box 22 City*
May 24 1954

FILED AND RECORDED APRIL 29, 1954 at 11:05 A.M.

This Mortgage, Made this 28th day of April
in the year Nineteen Hundred and Fifty-four, by and between

Brooks Joy and Leota M. Joy, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Charles W. Yergan and Grace S. Yergan, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of TWO THOUSAND DOLLARS (\$2000.00), as is evidenced by their joint and several promissory note of even date herewith for said sum of money, payable at the rate of not less than the sum of \$20.00, per month, with interest at the rate of six per cent per annum to be computed on semi-annual balances and paid semi-annually; the first of said payments to be made one month after date and thereafter each and every month on the same date until said full sum together with the interest thereon are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that parcel of land located in LeVale Sextion of Allegany County, Maryland, and known as part of the Reservoir Property, and described as follows:

BEGINNING for the same at a stake standing at the Northerly corner formed by the intersection of the George's Creek Boulevard (formerly the George's Creek and Cumberland Railroad's property) and C. Street extended and running thence North 42 degrees 51 minutes West 60 feet, to a stake, thence North 38 degrees 04 minutes East 129 feet to a stake, thence South 42 degrees 51 minutes West 74 feet to a stake,

thence with the Northeasterly boundary of the George's Creek Boulevard (formerly the George's Creek and Cumberland Railroad Company's property) South 44 degrees 00 minute West 128.5 feet to the place of beginning. It being the same property conveyed to the said parties of the first part by Vincent D. Miltenbeger and wife, by deed dated May 14, 1948, and recorded among the Land Records of Allegeny County in Liber No. 221 folio 365, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

TWO THOUSAND DOLLARS (\$2000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

TWO THOUSAND

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder; and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

As to both:
Morris Baron
Morris Baron

Brooks Joy [SEAL]
Leota M. Joy [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 28th day of April in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Brooks Joy and Leota M. Joy, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Charles W. Yergan, one of

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary and which is held by the Mortgagee as additional collateral for this mortgage, and any sums of money so advanced shall be added to the unpaid balance of this mortgage.

The Mortgagee is bound to maintain all buildings, structures and improvements now or hereafter on the premises, and every part thereof, in good repair and condition, so that the same shall be well adapted to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and alterations so that the structures or said property shall be maintained.

The Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary and which is held by the Mortgagee as additional collateral for this mortgage, and any sums of money so advanced shall be added to the unpaid balance of this mortgage.

The Mortgagee is bound to maintain all buildings, structures and improvements now or hereafter on the premises, and every part thereof, in good repair and condition, so that the same shall be well adapted to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needed and proper replacements, repairs, renewals, and alterations so that the structures or said property shall be maintained.

They have and to hold

Together with the Mortgagee and the Mortgagee's heirs, assigns, administrators, executors, and assigns, do hereby covenant with the Mortgagee, its successors and assigns, to pay when legally demandable

To have and to hold the above described land and premises unto the said Mortgagee, its heirs, assigns, administrators, executors, and assigns, do hereby covenant with the Mortgagee, its successors and assigns, to pay when legally demandable the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may have and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

George E. Leaze its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Hundred & 00/100 - - - - (\$1900.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is, hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness. the hands and seals of the said mortgagors.

Attest:

George W. Legge

Dorie H. Lewis (SEAL)
Dorie H. Lewis

Evelyn R. Lewis (SEAL)
Evelyn R. Lewis

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 29TH day of APRIL
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Dorie H. Lewis and Evelyn R. Lewis, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.



Notary Public

*Completed by Notary George W. Legge
Mortgage Recorded, 4/30/54
May 27, 54*

FILED AND RECORDED APRIL 30, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this twenty-eighth day of April,
in the year Nineteen hundred and fifty-four, by and between
Victory Post No. 155, of the American Legion, Incorporated, a
corporation organized and incorporated under and according to
the Laws of the State of Maryland, party of the first part, and



The First National Bank, of Piedmont, West Virginia, a corporation organized under the National Banking Laws, party of the second part, WITNESSETH:

WHEREAS, by a resolution duly and regularly passed the said Victory Post No. 155, of the American Legion, Incorporated, decided to borrow the sum of Five Thousand (\$5,000.00) Dollars from The First National Bank, of Piedmont, West Virginia, and authorized its Post Commander and Adjutant to execute and deliver its negotiable, promissory note therefor and to execute and deliver unto said Bank a good and sufficient Mortgage on the hereinafter described real estate to secure the payment thereof; and

WHEREAS, pursuant to said resolution the Post Commander and Adjutant of said Corporation have executed and delivered to said Bank its negotiable promissory note, of even date herewith, for said sum of Five Thousand (\$5,000.00) Dollars, payable on demand to the order of said The First National Bank, of Piedmont, West Virginia, with interest from date, to secure the payment of which sum of Five Thousand (\$5,000.00) Dollars, with interest as aforesaid, these presents are executed;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar cash in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof and whenever the same may be demanded, together with the interest thereon, the said Victory Post No. 155, of the American Legion, Incorporated, party of the first part, doth hereby bargain, sell, give, release, grant, convey and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors and assigns, the following property, to-wit:

All the following described real estate situated in the Town of Westernport, in Allegany County, Maryland, to-wit:

All those lots, pieces or parcels of land, situated on the Northerly side of Washington Street, in Westernport, Allegany County, Maryland, which were conveyed unto Susan E. Brady by two Deeds, one from George W. Kildow and Rebecca Kildow, his wife, dated April 12, 1882, and recorded in Liber No. 58, Folio 258, among the Land Records of said Allegany County, Maryland, and the other from Esther-Morrison, Trustee, dated April 9, 1896, and recorded in Liber No. 80, Folio 127, of said Land Records, excepting the parts thereof that were conveyed by the said Susan Brady to (First) Claude W. Greitzner, Jr., by Deed dated August 7, 1901, and recorded in Liber No. 88, Folio 495, and (Second) The German

Brewing Company, by Deed of March 18, 1905, and recorded in Liber No. 98, Folio 209, of the Land Records of Allegany County, Maryland. All of the above described real estate having been conveyed unto Frank B. McMillen by Deed from Elmer J. Carter, Trustee, dated May 21, 1925, and of record in Liber No. 172, Folio 522, of Allegany County, Maryland.

And also, being the same real estate which was conveyed unto the said Victory Post No. 155, of the American Legion, Incorporated, by Frank B. McMillen and Mary Ellen McMillan, his wife, by Deed bearing date the 6th day of April, 1949, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 225, Folio 145.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

PROVIDED, that if the said Victory Post No. 155, of the American Legion, Incorporated, party of the first part, its successors or assigns, shall well and truly pay, or cause to be paid, the aforesaid sum of Five Thousand (\$5,000.00) Dollars, and all interest thereon accrued, when and as the same may become due and payable, and payment thereof is demanded, and in accordance with the tenor and effects of the aforesaid promissory note, or any note or notes given in extension or renewal thereof, or of any part thereof, or for any interest thereon, and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said party of the first part shall hold and possess the aforesaid property, upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said party of the first part, its successors and assigns, doth hereby covenant to pay when legally demanded.

But if default be made in the payment of said money, or the interest thereon to accrue, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and payable, and these presents are hereby declared to be made in trust, and the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors and assigns, or Harry K. Drane, its or their duly constituted Attorney

or Agent, are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall be made in the manner following, viz: by giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, and such other notice as by the said mortgagee, its successors or assigns, or agent, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a commission of eight per centum to the party selling or making sale of said property; secondly, to the payment of all claims of the said mortgages, THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, under this mortgage, whether the same shall have matured or not, and the surplus, (if any there be), shall be paid to the mortgagor, its successors or assigns, or to whoever may be entitled to the same.

And the said mortgagor for itself, its successors and assigns, doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, Maryland, in equity, which said expenses, costs and commissions the said mortgagor for itself, its successors and assigns, doth hereby covenant to pay, and the said mortgagee, its successors or assigns, or Harry K. Drane, their said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses, and commissions.

And the said party of the first part, its successors and assigns, doth further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of loss, to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to forthwith deliver said policy or policies to the said mortgagee, its successors or assigns, or the mortgagee may effect said insurance and collect the premiums thereon, with interest, as part of the mortgage debt hereby intended to be secured.

IN WITNESS WHEREOF, the said Victory Post No. 155, of the American Legion, Incorporated, has caused its corporate name to be signed hereto by Howard E. Blackburn, its Post Commander, and its corporate seal duly attested by its Adjutant to be hereunto affixed.

VICTORY POST NO. 155, OF THE
AMERICAN LEGION, Incorporated,

By

Howard E. Blackburn
its Post Commander

ATTEST:

Thomas G. Donnelly
Adjutant

STATE OF WEST VIRGINIA, MINERAL COUNTY, to-wit:

I hereby certify that on this 29th day of April, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Mineral County aforesaid, personally appeared Howard E. Blackburn, to me personally known, who being by me duly sworn, did say that he is the Post Commander of Victory Post No. 155, of the American Legion, Incorporated, and that the seal of said Corporation, and that said mortgage was signed and sealed in behalf of said Corporation by its authority duly given, and that said Howard E. Blackburn acknowledged said Mortgage to be the free act and deed of said Corporation; and at the same time before me also appeared J. B. Determan, Cashier of The First National Bank, of Piedmont, West Virginia, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide, as therein set forth.

Witness my hand and Notarial Seal the day and year
afore said.



S. Bernard M. Murphy Jr.
Notary Public

My commission expires February 7th 1961.

Compared and Mailed Delivered
To Mtge. Westernport Md
May 24 1954

FILED AND RECORDED APRIL 30, 1954 at 10:40 A.M.

This Mortgage. Made this twenty third day of April-----
in the year Nineteen Hundred and Fifty four----- by and between
Clifford H. Miller and Bertha E. Miller, husband and wife-----
of Allegheny-----County, in the State of Maryland-----
parties of the first part, and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of
The United States of America.
of Westernport, Allegheny-----County, in the State of Maryland-----
party of the second part, WITNESSETH:



Whereas,
The said parties of the first part are indebted unto
the party of the second part in the full and just sum of nine hundred
dollars for money lent, which loan is evidenced by the promissory note
of the parties of the first part, of even date herewith, payable on
demand with interest to the order of the party of the second part, at
The Citizens National Bank of Westernport, Maryland. And whereas, it
was understood and agreed between the parties hereto that this mort-
gage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors,

~~###~~ and assigns, the following property, to-wit:

All that certain real estate in Allegany County, Maryland not far from the Town of Westernport, and being a part of the Old Uriah Duckworth Farm near Stony Run, containing 6.23 acres, more or less and which was conveyed unto the parties of the first part herein by deed from Ida J. Sears and O. L. Sears, dated September 18, 1943 and recorded in Liber No. 197 Folio 458 of the land records of Allegany County, Maryland. Also that adjoining parcel of land containing 4.8 acres, more or less and which were conveyed unto the parties of the first part by deed from the same parties, dated February 20, 1954 and of record among the land records of Allegany County, Maryland in Liber No. 257 Folio 384. To both of said deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

-----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, -----

~~#####~~ or assigns, the aforesaid sum of Nine hundred dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns -----

-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors -----

~~#####~~ and assigns, or Horace P. Whitworth, its ----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their _____ heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said parties of the first part _____

_____ further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors or _____
assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine hundred _____ Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee its successors, ~~their~~ or assigns, to the extent
of its or _____ their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

H. P. Whitworth

x Clifford H. Miller [SEAL]
Clifford H. Miller

[SEAL]

x Bertha E. Miller [SEAL]
Bertha E. Miller.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty third day of April _____
in the year nineteen Hundred and Fifty four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Clifford H. Miller and Bertha E. Miller, husband and wife _____
and each acknowledged the foregoing mortgage to be their voluntary _____
act and deed; and at the same time before me also personally appeared Horace P. Whitworth,
President of The Citizens National Bank of Westernport, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president _____
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard D. Whitworth
Notary Public



Compared and Mailed *Addressed* 8
F. Mitgel Frostburg Md
May 24 1954

FILED AND RECORDED APRIL 30, 1954 at 11:50 A.M.

This Mortgage, Made this 28th. day of April in the year

Nineteen Hundred and Fifty-four by and between

JAMES M. CLISE and CORA M. CLISE, his wife,



of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of One Thousand forty-eight - - - - - 90/00 Dollars (\$ 1,048.90) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Twenty-nine - - - - - 30/00 Dollars,

(\$ 29.30) commencing on the 28th. day of May, 1954, and on the 28th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 28th. day of April, 1957. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

JAMES M. CLISE and CORA M. CLISE, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL the surface of that piece or parcel of land, situate near Vale Summit, in Election District No. 17, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point in center of an old road and being North 13 degrees 05 minutes West 63.00 feet from Consolidation Coal Company's Engineers Survey Station No. 11365, which is a copper plug in a large stone, 1 1/2 feet above ground; then with the center of said road (true meridian courses and horizontal distances used throughout) South 33 degrees 25 minutes East 162.00 feet; then leaving said road, South 3 degrees 28 minutes West 271.00 feet; South 77 degrees 15 minutes West 256.00 feet; North 12 degrees 40 minutes West 514.00 feet to a point on the South-erly edge of improved road from Vale Summit to Midland, as conveyed by the Consoli-dation Coal Company to The Road Directors for Allegany County, Maryland, by deed of August 20th, 1931; then with Southerly edge of last mentioned road, and 20 feet

distant from center line thereof in a Northeasterly direction for a distance of 279.00 feet; then leaving said road South 11 degrees 30 minutes East 107.00 feet to the beginning, containing three and fifty hundredths (3.50) acres, more or less.

BEING the same property which was conveyed to the said James M. Glise and Cora M. Glise, his wife, by deed from Consolidation Coal Company, dated January 5, 1942 and recorded in Liber No. 192, folio 384 among the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further description of the property herein intended to be conveyed and the restrictions, covenants, conditions and reservations therein specifically set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred - - - - - (\$ 1,500.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

James M. Clise (SEAL)
JAMES M. CLISE
Cora M. Clise (SEAL)
CORA M. CLISE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 28th. day of April in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES M. CLISE and CORA M. CLISE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and date above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Mailed *Kenneth E*
Mtgee Frostburg Md
May 24 1954

LIBER 304 PAGE 232

FILED AND RECORDED APRIL 30, 1954 at 11:50 A.M.

PURCHASE MONEY

This Mortgage. Made this 29th. day of April in the year
Nineteen Hundred and Fifty-four by and between

GEORGE E. BENNETT and RITA W. BENNETT, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of **SEVEN THOUSAND TWO HUNDRED AND NO/100** ----- Dollars
(\$ 7,200.00) with interest at the rate of **four & one-half** per centum ($4\frac{1}{2}\%$) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Fifty-five ----- -08/00 Dollars,

(\$ 55.08) commencing on the 1st. day of June, 1954, and on the 1st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 29th. day of April, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

George E. Bennett and Rita W. Bennett, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that tract, piece or parcel of land situate near the Town of Frostburg, Allegany County, Maryland, and being more particularly described as follows, to-wit: BEGINNING at a stake standing on the West side of present road leading to New Hope Farm and running thence North 43 degrees 28 minutes West 148 feet to a stake standing on the Right-of-Way limits of the Cumberland and Pennsylvania Railroad, said stake being 90.00 feet from center line of said Railroad and running with said right-of-way limits in a Northeasterly direction, 103.00 feet, thence North 84 degrees 50 minutes West 60 feet to a point on right-of-way limits of aforementioned Railroad, said point being 30.00 feet from center line thereof, thence still in a Northeasterly direction and with the right-of-way of aforementioned Railroad 58.00 feet to a stake, thence leaving said right-of-way and running thence South 68 degrees 00 minutes East 133.00 feet to a stake standing on the West side of aforementioned road, thence with West side of said road, South 13 degrees 08 minutes West 145.00 feet to a stake, thence South 27 degrees 40 minutes West 84.00 feet to the place of beginning.

BEING the same property which was conveyed to Harold Whitehead et ux, by deed from William L. Snyder et ux, dated April 8, 1946 and recorded in Liber No. 208, folio 248 among the Land Records of Allegany County, Maryland. A plat of said property outlined in red is filed in Plat Case No. 152 among the Plat Records of Allegany County, Maryland.

BEING also the same property which was conveyed to the said George E. Bennett and Rita W. Bennett, his wife, by deed from Harold Whitehead and Marilyn Ruth Foote Whitehead, his wife, of even date herewith, which is intended to be recorded among said Land Records simultaneously with this mortgage.

THIS MORTGAGE is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

SEVEN THOUSAND TWO HUNDRED AND NO/100 - - - - - (\$ 7,200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

George E. Bennett (SEAL)
GEORGE E. BENNETT

Ralph M. Race
Ralph M. Race

Rita W. Bennett (SEAL)
RITA W. BENNETT

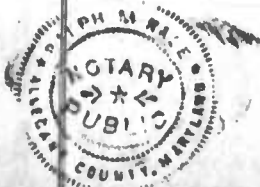
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 29th. day of April in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE E. BENNETT and RITA W. BENNETT, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~William B. Kreiling~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ^{G. Alvin Kreiling} ~~William B. Kreiling~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and found correct
 Do. H. Legge Atty. Gen.
 Nov. 24 1954

FILED AND RECORDED APRIL 30, 1954 at 12:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 29th day of April in the
 year Nineteen Hundred and ~~Eighty~~ Fifty-four by and between

Vernon C. Anderson and Anna M. Anderson, his wife,

of Allagany County, in the State of Maryland

part ~~ies~~ of the first part, hereinafter called mortgagor ~~s~~, and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor ~~s~~, the sum of
Eight Thousand Four Hundred & 00/100 -- -- (\$8400.00) -- -- -- -- Dollars,
 which said sum the mortgagor ~~s~~ agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-seven & 79/100 -- -- -- (\$57.79) -- -- -- -- Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagor ~~s~~ do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the
 southeasterly side of Simpson Avenue in Allegany Grove Camp Ground, LaVale,
 Allegany County, Maryland, a plat of which said Camp Ground is recorded in Liber
 122, folio 727 one of the Land Records of Allegany County, Maryland, which said
 parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southeast side of
 Simpson Avenue, said stake being South 50 degrees 40 minutes West, 239.50 feet
 from the intersection of said avenue with the most southwest corner of Emory
 Avenue, and running then South 39 degrees 20 minutes East, 157.00 feet to the
 northwest bank of Braddock Run; then with said northwest bank of Braddock Run,
 South 47 degrees 26 minutes West, 100.20 feet to a stake; then leaving said Run,
 North 39 degrees 20 minutes West 162.52 feet to a stake standing on the southeast
 side of aforementioned Simpson Avenue; and then with the southeast side of said
 avenue North 50 degrees 40 minutes East, 100.00 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first
 part by deed of Willie W. Robb, widow, of even date, which is intended to be
 recorded among the Land Records of Allegany County, Maryland, simultaneously with
 the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Four Hundred & 00/100 -- (\$8400.00) -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagors.

Attest:

George W. Legge

Vernon C. Anderson (SEAL)
Vernon C. Anderson
Anna M. Anderson (SEAL)
Anna M. Anderson

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29TH day of APRIL
in the year nineteen hundred and ~~four~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Vernon C. Anderson and Anna M. Anderson, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

George W. Legge
Notary Public



*Mt. Airy**May 24 1954*

LIBER 304 PAGE 238

FILED AND RECORDED APRIL 30, 1954 at 1:55 P.M.

THIS MORTGAGE, Made this 29th day of April, 1954, by and between DAVID ELIAS WILSON, JR. and HELEN ROSALIE WILSON, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Thirty Three Dollars and Thirty One Cents (\$33.31) on account of interest and principal, payments to begin on the 29th day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that piece or parcel of ground situate, lying and being in Election District No. 21 in Allegany County in the State of Maryland, and more particularly described as follows, to-wit:

BEGINNING at the end of 633.5 feet on the 23rd line, reversed and corrected to true meridian course, of the tract of land conveyed by Espey J. Mauk and Adaline M. Mauk, his wife, to Wesley C. Light by deed dated July 11, 1925, and recorded in Liber

151, folio 91, one of the Land Records of Allegany County, Maryland, the end of said 23rd line being marked by a corner post of two fences, and running thence by part of said 23rd line reversed and corrected South 1/2 degree East 91.6 feet to a stake; thence North 57-1/2 degrees West 514 feet to a stake; thence North 32-1/2 degrees East 75 feet to a stake; thence South 57-1/2 degrees East 463 feet to the beginning.

It being the same property which was conveyed to the first parties, as tenants by the entireties, by James Summers and Helen Virginia Summers, his wife, by deed dated the 13th day of December, 1947, recorded among the Land Records of Allegany County, Maryland, in Liber 218, folio 391.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the

second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

David Elias Wilson, Jr. (SEAL)
David Elias Wilson, Jr.

Helen Rosalie Wilson (SEAL)
Helen Rosalie Wilson

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 29th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAVID ELIAS WILSON, JR., and HELEN ROSALIE WILSON, his wife, and each acknowledged the foregoing mortgage to be their respective and deed; and, at the same time, before me also personally appeared H. C. LANDIS, Vice President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Helmick
Notary Public
My Commission expires May 2, 1955

Compared and Signed 12/22/54
To Helge Pedersen & Co.
May 2, 1955

FILED AND RECORDED MAY 1, 1954 at 8:30 A.M.

This Mortgage, Made this Twenty-sixth day of April, in the year Nineteen Hundred and Fifty-four, by and between MAURICE A. BENNETT and MARGARET BENNETT, his wife, -----

of -----Allegany----- County, in the State of Maryland parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,



part Y of the second part, WITNESSETH:

Underse, the said Maurice A. Bennett and Margaret Bennett, his

wife, parties of the first part, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of TWELVE HUNDRED (\$1200.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of TWELVE HUNDRED (\$1200.00) DOLLARS, payable on demand to the order of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, and to be repaid in sums of not less than TWENTY (\$20.00) DOLLARS per month until the full amount of principal of said note, with interest, has been paid; to secure the payment of which said ~~of~~ TWELVE HUNDRED (\$1200.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Maurice A. Bennett and Margaret Bennett, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~and~~ and assigns, the following property, to-wit:

All that real estate situated between the Towns of Barton and Westernport, at and near the Village of Reynolds, in Allegany County, Maryland, described as follows:

BEGINNING at a post, being the Southwest corner of Military Lot No. 3748 of which this is a part, and running thence North 18 degrees 29' West 315 feet to a post on the right of way of a public road; and running thence along said public road curving to the left 110 feet to a post; thence, by the same, North 71 degrees 7' East 266 feet to a

post at intersection with State Highway; thence by the right of way, curving to the left, 110 feet to a post on the Southern boundary line of Military Lot No. 3748; thence by said boundary South 44 degrees 45' West 513.5 feet to a post, the place of beginning, containing One and Seven-tenths (1-7/10) acres; being the same property which was conveyed to the said parties of the first part by Ervin B. Crites et ux by Deed, dated April 3rd, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 214, folio 340.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Maurice A. Bennett and Margaret Bennett, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~or assigns~~ or assigns, the aforesaid sum of TWELVE HUNDRED DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~DEED, RECORD, ASSIGNMENT~~ and assigns, or Harry K. Drane, its -----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their -----

----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their ----- representatives, heirs or assigns.

And the said parties of the first part -----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----- assigns, the improvements on the hereby mortgaged land to the amount of at least -----

Twelve hundred (\$1200.00) ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~was~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. Bernard Mayhew Maurice A. Bennett [SEAL]
J. Bernard Mayhew Margaret Bennett [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 28th day of April

in the year nineteen Hundred and Fifty-four West Virginia, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared Maurice A. Bennett and Margaret Bennett, his wife, -----

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Commission expires

7th 1961

J. Bernard Mayhew
Notary Public.

Compared and Mailed *Receiving*
To *Mtge. Fidelity Mch*
May 2 + 1954

LIBER 304 PAGE 244

FILED AND RECORDED MAY 1, 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 29th. day of April, 19 54, by and between
James Jenkins (Sr.), widower

of Frostburg, Allegany County, in the State of Maryland, Mortgagor, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor is justly indebted unto the Mortgagee in the full and just sum of
- - - Fifteen Thousand Dollars - - - (\$ 15,000.00)
one year after

which is to be repaid ~~on or before the date hereof at the office of the said Mortgagee.~~

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor ~~do~~ grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Frostburg, Allegany County, Maryland, known as
Lot Seventeen of the original town lots, plat recorded among Land Records Liber T, folio 236

and more fully described in a Deed from Joseph & Helen H.L. Williams, dated July 25, 1928,
recorded among Land Records of Allegany County, Maryland, Liber 158, Folio 636

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor his heirs, executors, administrators or assigns, do ~~not~~ and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do ~~not~~ and shall perform all the covenants herein on
his part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor hereby covenant ~~to~~ to pay when legally demandable.

AND, the said Mortgagor further covenant ~~to~~ to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doush, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor his heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor his representatives, heirs or assigns.

WITNESS my hand and seal

ATTEST:

Ralph M. Race
Ralph M. Race



James Jenkins (SEAL)
James Jenkins (SEAL)
James Jenkins (SEAL)



STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 29th. day of April, 19 54, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally appeared
James Jenkins (Sr.)

named in the foregoing mortgage and he acknowledged the foregoing mortgage to be his act
and deed. I also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide. Witness my hand and Notarial Seal.



Ralph M. Race

Notary Public

FILED AND RECORDED MAY 1, 1954 at 9:00 A.M.

THIS MORTGAGE, Made this *30th* day of *April*, 1954, by and between William M. Long, unmarried, and Elizabeth A. Long, widow, (Mother of William M. Long) of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Gladys E. Stallings U/T/A dated July 17, 1953, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William M. Long, unmarried, and Elizabeth A. Long, widow, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Gladys E. Stallings U/T/A dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southwest side of Columbia Avenue and the Northwest side of Pulaski Street, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the Southwest side of Columbia Street and the Northwest side of Pulaski Street as at present located, February, 1954, said point of intersection being also the beginning of the whole property of which this is a part as conveyed by J. W. Kuffner, et al, to Edward E. Long, et ux, by deed dated the 1st day of April, 1913, and recorded in Liber No. 112, folio 221, one of the Land Records of Allegany County, and running thence with part of the first line of the said whole property (Bearings as of the said



deed and with Horizontal Measurements) North 67 degrees and no minutes West 27-1/10 feet to a chiseled mark in the concrete sidewalk standing at the end of the 3rd line of the adjoining property conveyed by William Sisler, et ux, et al, to Annie C. Porter by deed dated the 29th day of July, 1919, and recorded in Liber 128, folio 373, (First Part), one of the Land Records of Allegany County, thence leaving the said Southwest side of Columbia Avenue and reversing the third line of the said Annie C. Porter deed, South 28 degrees and 15 minutes West, 92-39/100 feet to an iron stake at the base of the corner gate-post standing on the Northeast side of a 10-foot driveway conveyed by the Second Part of the aforesaid Annie C. Porter deed and now considered an unrestricted outlet from the garage on the said Annie C. Porter property (Second Part) to Pulaski Street, thence with the said Northeast side of the 10-foot driveway, North 61 degrees and 45 minutes East, 27-6/10 feet to an iron stake standing on the said Northwest side of Pulaski Street, and the fourth line of the aforementioned Edward E. Long Whole property, thence with the remainder of the said fourth line and the Northwest side of Pulaski Street, North 27 degrees and 55 minutes East, 94-9/10 feet to the beginning.

It being the same property which was conveyed unto Edward E. Long and Elizabeth A. Long, his wife, by deed dated the 1st day of April, 1913, and recorded in Liber No. 112, folio 221, one of the Land Records of Allegany County. The said Edward E. Long has since departed this life, thus vesting the complete title in and to said property unto his widow, the said Elizabeth A. Long. By subsequent deed, the said Elizabeth A. Long conveyed the said property unto her son, William M. Long, by deed dated the 26th day of February, 1954, and to be duly recorded among the Land Records of Allegany County. The said Elizabeth A. Long retained for herself in said deed, a life estate in the said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of

Four Thousand (\$4,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums

of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hand and seals of the said Mortgagors the day and year above written.

William M. Long (SEAL)
William M. Long

WITNESS:

Elizabeth A. Long

Elizabeth A. Long (SEAL)
Elizabeth A. Long

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 30th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared William M. Long, unmarried, and Elizabeth A. Long, widow, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Wm M Long
Notary Public

*Witness
to Earl L. Thoms, Atty Geny
May 20 54*

FILED AND RECORDED MAY 1, 1954 at 9:05 A.M.

This Mortgage, Made this 22nd day of April,
in the year Nineteen Hundred and Fifty-three, by and between

Wade Kenneth Morrall and Agnes Fredman Morrall, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

H.
Bertha Kisamore, - and Fleet Kisamore, her husband,

of Allegany County, in the State of Maryland,
part Y of the second part, WITNESSETH:



Whereas, the Parties of the first Part are justly and bona fide indebted unto the Party of the second Part in the full and just sum of Three Thousand (\$3,000.00) Dollars, and which said sum shall bear interest at the rate of four per cent (4%) per annum, and which said principal sum and interest shall be paid as follows: the interest to be computed and paid upon said principal sum or any balance thereof each six months hereafter; and the principal sum to become due and payable ten years from the date hereof, with the right reserved to the Parties of the first Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

This mortgage is secured by a judgment note of even date herewith.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Wade Kenneth Morral and Agnes Fredman Morral, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said

Bertha Kisamore, her and Fleet H. Kisamore, her husband, their heirs and assigns, the following property, to-wit:

ALL those lots or parcels of ground situate in Election District No. 29 in Allegany County, State of Maryland, which are known and designated as Lots Nos. 81, 82, and 83 on the plat of the "Lands" of Lewis Heirs and Lewis first addition, "Winchester Road," which plat is filed among the Land Records of Allegany County, Maryland, in Map Case No. 145 to which said map special reference is hereby made, said Lots Nos. 81, 82, and 83 being particularly described as follows, to wit:

BEGINNING for the said lots at a point on the easterly side of Avenue A at the intersection of Lots Nos. 83 and 84 and running thence along the easterly side of A Avenue, North 3 degrees 40 minutes East 150 feet; thence South 86 degrees 20 minutes East 191.1 feet to the westerly side of an alley; and thence along the westerly side of said alley, South 1 degree 07 minutes East 150.3 feet to Lot No.

84; and thence on the dividing line between Lots Nos. 83 and 84, North 86 degrees 20 minutes West 201.1 feet to the place of the beginning.

The aforesaid property is the same property which was conveyed by deed dated the 2nd day of March, 1954, by William T. Lewis, et al, etc., to Wade Kenneth Morral and AGNES Fredman Morral, his wife, and which said deed is recorded in Liber No. 256, folio 548, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a full and particular description of the lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Wade Kenneth Morral and Agnes Fredman Morral, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Bertha Kisamore, her and Fleet H. Kisamore, her husband, their executor, administrator or assigns, the aforesaid sum of

--- THREE THOUSAND DOLLARS (\$3,000.00) - - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Wade Kenneth Morral and Agnes Fredman Morral, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Wade Kenneth Morral and Agnes Fredman Morral, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Bertha Kisamore, ~~xxx~~ and Fleet H. Kisamore, her husband,

heirs, executors, administrators and assigns, or Earl Edmund Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Chesapeake, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Wade Kenneth Morral and Agnes Fredman Morral, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Wade Kenneth Morral and Agnes Fredman Morral, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand Dollars (\$3,000.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their

lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee's, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Wade Kenneth Morral
Wade Kenneth Morral [SEAL]

Agnes Fredman Morral
Agnes Fredman Morral [SEAL]

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of April,
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Wade Kenneth Morral and Agnes Fredman Morral, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Bertna Kisamore and Fleet N. Kisamore, her husband,
the within named mortgagees, and made oath in due form of law, that the consideration in said
is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Spriggs
Notary Public.

Compared and noted correct
To Mortgage Freeburg Md
Frostburg

FILED AND RECORDED MAY 3, 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 26th day of April
in the year Nineteen Hundred and fifty-four, by and between

JOHN E. WAMPLER and DOROTHY M. WAMPLER, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the

said party of the second part, its successors and assigns, in the full sum of
SIX THOUSAND - - - - -00/100 DOLLARS (\$6,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Loartown in Election District 17 in Allegany County, Maryland, which was conveyed by Helen L. Scott et vir to John E. Wampler et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Loartown in Election District 17 in Allegany County, Maryland, which was conveyed by Emily Wampler to John E. Wampler et ux by deed dated August 18, 1944, and recorded in Deeds Liber 201, folio 220 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, or assigns, the aforesaid sum of

SIX THOUSAND - - - - -00/100 DOLLARS (\$6,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least SIX THOUSAND - - - - - 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Bath)

Ruth M. Todd

John E. Wampler [Seal]
JOHN E. WAMPLER

Dorothy M. Wampler [Seal]
DOROTHY M. WAMPLER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of March April
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

John E. Wampler and Dorothy M. Wampler, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
Cashier of said Bank and duly authorized by it to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
Notary Public

Compared and Mailed Received
T. Mtgee Keyser W. Va.
May 2 1954

FILED AND RECORDED MAY 3, 1954 at 8:30 A.M.

This Mortgage, Made this 30th day of April

in the year Nineteen Hundred and Fifty-four, by and between

William H. McDowell and Mernie C. McDowell, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

The Farmers & Merchants Bank of Keyser, West Virginia,
a corporation

of Mineral County, in the State of West Virginia

part Y of the second part, WITNESSETH:

Whereas, the said William H. McDowell and Mernie C. McDowell, his wife, are indebted to the Farmers & Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00), which indebtedness is evidenced by a certain negotiable promissory note executed by the said William H. McDowell and Mernie C. McDowell, his wife, bearing even date herewith, payable to the order of the Farmers & Merchants Bank of Keyser, West Virginia, a corporation, this note being payable on demand after date and until demanded is payable in equal monthly installments of Fifty Dollars (\$50.00) each until the principal amount thereof, with interest at six percent (6%) per annum, is paid

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William H. McDowell and Mernie C. McDowell, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said

Farmers & Merchants Bank of Keyser, West Virginia,
a corporation,

its heirs and assigns, the following property, to-wit: "the following described tract or parcel of land lying near the Village of Danville in Election District No. 7 of Allegany County, Maryland, and described by metes and bounds as follows:

BEGINNING at a stake in the east boundary line of U.S. Route No. 220, commonly known as McMullen Boulevard, tenth corner to the tract of which this is a part and the beginning corner to the portion conveyed unto Laura V. Van Pelt, assigned to her for her Dower of the Thomas P. Van Pelt land, and running thence with said road boundary line and a portion of the tenth original line N. 27° 58' E. 484 feet to a point in said line, the beginning corner to the portion conveyed to George H. Van Pelt and Ella Mae Van Pelt, his wife, and running thence reversing the lines of their tract S. 61°

00' E. 142 feet to a point in the center of Harts Run located N. 10° 00' W. 5 feet from a chestnut oak tree; thence S. 10° 00' E. passing said tree on center line 38 feet to white pine tree; thence S. 43° 15' E. 89 feet to a small white oak sapling; thence S. 45° 30' E. 1188 feet to a point in the 19., original line 862 feet from the beginning thereof, the division corner now located by a stonepile; thence with a portion of said line and a line of Millar's land S. 46° 00' W. 413 feet to another stonepile, corner to said Widow's Dower; thence leaving said original and reversing the lines of said Dower Tract N. 45° 30' W. 1078 feet to a stake on the west side of an old road, and located S. 73° 30' E. 29 feet from a large sugar tree; thence crossing Hart's Run N. 62° 15' W. 222.7 feet to the place of the BEGINNING, containing 12.84 acres by computation."

and being the same lot or parcel of ground which was conveyed to the said William H. McDowell and Mernie C. McDowell, his wife, as tenants by the entirety with right of survivorship as at common law from Olive V. Troy and Frank R. Troy, her husband, by two deeds, the first of which bears date the 4th day of January, 1949, and is of record in Liber R.J. 223, Folio 716, one of the land records of Allegany County, Maryland, and second of which bears date the 22nd day of April, 1964, and is to be recorded in the land records of Allegany County, Maryland prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William H. McDowell and Mernie C. McDowell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers & Merchants Bank of Keyser, West Virginia, a corporation, its executor, administrator or assigns, the aforesaid sum of Two Thousand Seven Hundred Dollars (\$2,700.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said William H. McDowell and Mernie C. McDowell, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William H. McDowell and Mernie C.

McDowell, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers & Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blunden his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any

time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said William H. McDowell and Mernie C. McDowell, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said William H. McDowell and Mernie C. McDowell, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Flayd C. Boon William H. McDowell [SEAL]
Flayd C. Boon Mernie C. McDowell [SEAL]
William H. McDowell
Mernie C. McDowell

WEST VIRGINIA
 State of West Virginia,
 MINERAL
Putnam County, to-wit:

I hereby certify, That on this 30 day of April in the year nineteen Hundred and Fifty FOUR, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared William H. McDowell and Mernie C. McDowell, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared J. Paul Blunden, Pres. of The Farmers & Merchants Bank of Keyser, West Virginia, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.



J. Paul Blunden
 Notary Public.

Compared and Mailed *Receiv*
T. Mtge. P.O. Box 32 City
May 24 1954

LIBER 304 PAGE 258

FILED AND RECORDED MAY 3, 1954 at 8:55 A.M.

PURCHASE MONEY

This Mortgage. Made this 15th day of May
in the year Nineteen Hundred and Fifty -four, by and between

Harold F. Nixon and Nedra A. Nixons, his wife,

of Allagany County, in the State of Maryland
part 1st of the first part, and

Charles W. Yergan, and Grace S. Yergan, his wife,

of Allagany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second in the just and full sum of TWELVE HUNDRED AND FIFTY DOLLARS (\$1250.00), as is evidenced by their joint and several promissory note for said sum of money of even date herewith, and payable at the rate of not less than \$25.00 per month, together with interest at the rate of six per cent per annum, payable semi-annually on semi-annual balances, the first of said payments to be made one month after date and thereafter each and every month on the same date until said full amount with the interest thereon are fully paid. And this mortgage is given to secure the payment of part of the purchase money of the property hereinafter described, and is therefore a purchase money mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that piece or parcel of land situated about four miles Northeast of the City of Cumberland, Allegany County, Maryland, on the East side of Valley Road, and particularly described as follows:

BEGINNING for the same at a point in the Valley Road on the fourteenth line of a tract of land conveyed by Nicholas Leidinger to John E. Leidinger and Annie E. Leidinger, by deed dated April 27, 1908, and recorded among the Land Records of Allegany County, in Liber No. 108, folio 588, said point being South 27 degrees East 181.

feet from the end of the 13th line of said Leidinger deed, it also being the end of of the third line of a tract of land conveyed by the said John N. Leidinger and Annie E. Leidinger to Charles G. Lee and wife, by deed dated March 28, 1941, and recorded among said Land Records in Liber No. 191, folio 266, and reversing said third line and running with it South 57 degrees East 240 feet to the end of the 2nd line of said deed, thence South 27 degrees West 272-25/100 feet, thence North 57 degrees West 240 feet to intersect the aforementioned 14th line, and reversing said 14th line and running with it North 27 degrees East 272-25/100 feet to the beginning, containing one and one-half acre, more or less. It being the same property conveyed to the said parties of the first part by Monzel M. Collins and wife, by deed of even date herewith, and to be recorded simultaneously with these presents among the Land Records of Allegany County, Maryland, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of

TWELVE HUNDRED AND FIFTY DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their heirs, executors, administrators and assigns, or Morris Barnes

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve Hundred and Fifty

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Ag. to both:

Harold F. Nixon

[SEAL]

Morris Brown

Nedra A. Nixon

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 1st day of May

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold F. Nixon and Nedra A. Nixon, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Charles W. Yergan, one of

the within named mortgagee, s and made oath in due form of law, that the consideration in said mortgage was true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McParty

Notary Public.

Compared and ~~Map~~ ^{Map} ~~Referenced~~ ^{Referenced} E
 Geo. H. Legge Atty City
 May 24 54

FILED AND RECORDED MAY 3, 1954 at 11:00 A.M.
 PURCHASE MONEY

This Mortgage, Made this 30th day of April in the
 year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Vito J. Dornio and Margaret F. Dornio, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

~~Whereas~~, the said mortgagee has this day loaned to the said mortgagors, the sum of
Forty-three Hundred Seventy-five & 00/100 - - (\$4375.00) -Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 4 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Twenty-seven & 69/100 - - - (\$27.69) - - -Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that lot or parcel of ground situated on the South-
 west side of Columbia Street, being part of Lot No. 32 of Gephart's
 Second Addition to Cumberland, Maryland, a plat of which addition
 is recorded in Liber No. 38, folio 580, one of the Land Records of
 Allegany County, Maryland, which said property intended to be
 hereby conveyed is more particularly described as follows, to-wit:

Beginning for the same at an iron bolt in the brick
 paving on the Southwest side of Columbia Street, said bolt marking
 the beginning of the whole property of which this is a part as
 conveyed by William Emmett Payton and Dortha Viola Payton, his
 wife, to The Cement Products Company by deed dated the 18th day of
 November, 1953, and recorded in Liber No. 255, folio 35, one of
 the Land Records of Allegany County, and running then with the first
 and part of the second lines of the said The Cement Products Company
 deed (Bearings as of the original addition survey (1868) and with
 Horizontal Measurements) North 60 degrees and 45 minutes West, 25
 feet to a chiseled mark in the said brick sidewalk; then leaving the
 said Southwest side of Columbia Street, at a right angle, South 29
 degrees and 15 minutes West, 63-5/10 feet to an iron stake; then

crossing the said whole property of which this is a part and parallel with Columbia Street, South 60 degrees and 45 minutes East, 25 feet to an iron stake standing on the fourth line of the said The Cement Products Company whole property; then with the remainder of the said fourth line, North 29 degrees and 15 minutes East, 63-5/10 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Super Concrete Company, Inc., of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor e hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor a, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-three Hundred Seventy-five & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest:

William H. Harman

William H. Harman

Vito J. Dormio

Vito J. Dormio (SEAL)

Margaret F. Dormio

Margaret F. Dormio (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30th day of April

in the year nineteen hundred and ~~thirty~~ thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Vito J. Dormio and Margaret F. Dormio, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notary Seal the day and year aforesaid.

Notary Public

Compared and Mailed Received

To Mtges. City

May 24 1954

LIBER 304 PAGE 264

FILED AND RECORDED MAY 3, 1954 at 11:10 A.M.

This Mortgage, Made this 3rd day of May
in the year Nineteen Hundred and Fifty-four

by and between

MARGARET VIRGINIA GROWDEN

of Allegany County, in the State of Maryland
party of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,
a national banking corporation, with its principal place
of business in Cumberland,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party of the second part in the full and just sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness to be amortized by the payment of at least Twenty-five (\$25.00) Dollars per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said principal together with interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, in not less than the amount of one (1) installment.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that tract, piece or parcel of land situated two hundred fifty (250) feet Westerly of the Bedford Road about $\frac{1}{4}$ miles North of the City of Cumberland, in Allegany County, Maryland, particularly described as follows:

BEGINNING at the end of 250 feet on the first line of the parcel of land of which this is a part and running thence by the North margin of a 14 foot wide private road reserved by Harry D. Zembower, et ux., in their deed to the party of the first part, which said deed is hereinafter referred to, which road intersects with the Bedford Road at the beginning of said first line, North $59\frac{1}{2}$ degrees West (true bearing and horizontal measurement) 120 feet to a steel stake; thence by a new division line, South $37\frac{1}{2}$ degrees West 171.6 feet to a steel stake in the third line of the whole parcel; thence by part of said third line, South $59\frac{1}{2}$ degrees East 120 feet to a stake; thence North $37\frac{1}{2}$ degrees East 171.6 feet to the place of beginning.

IT BEING the same property which was conveyed to the party of the first party by Harry D. Zembower, et ux., by deed dated August 30, 1946 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, folio 474 and in which said deed the said Harry D. Zembower et ux., reserved unto themselves, their heirs and assigns, the use of the above-mentioned private road throughout the entire length thereof.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors,

executors, administrators or assigns, the aforesaid sum of FIFTEEN HUNDRED (\$1500.00)

DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on HER part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party

of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, its successors,

heirs, executors, administrators and assigns, or Peter J. Carpentieri, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said party of the first

part, her

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his, her representatives, heirs or assigns.

And the said party of the first part

further covenants to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

FIFTEEN HUNDRED (\$1500.00)-----Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors, heirs or assigns, to the extent

of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

[Signature]

Margaret Virginia Growden
Margaret Virginia Growden

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 3rd day of May

in the year nineteen Hundred and Fifty - four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

MARGARET VIRGINIA GROWDEN

and she acknowledged the foregoing mortgage to be her

act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of the Second National Bank of Cumberland, and, by it, duly constituted agent for it to make this affidavit, officer and agent of the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E Shaw

Notary Public.



Filed
Compared and *Witnessed*
T. M. G. Antunes, Jr.
May 24 1954

FILED AND RECORDED MAY 3, 1954 at 1:45 P.M.

SECOND MORTGAGE

This Mortgage, Made this 24th day of April
in the year Nineteen Hundred and Fifty Four by and between

BRANDON R. AKERS AND GERTRUDE E. AKERS, HIS WIFE

of ALLEGANY County, in the State of Maryland



parties of the first part, and PEARL I. LASHLEY AND ERNEST C. LASHLEY, HER HUSBAND

of BEDFORD County, in the State of PENNSYLVANIA

parties of the second part, WITNESSETH:



Whereas,

THE SAID PARTIES OF THE FIRST PART ARE INDEBTED TO THE SAID PARTIES OF THE SECOND PART IN THE JUST SUM OF SIXTEEN HUNDRED DOLLARS (\$1600.00), WHICH SAID SUM IS TO BE PAID TO THEM IN MONTHLY INSTALLMENTS OF SIXTEEN DOLLARS (\$16.00) EACH, PLUS INTEREST AT THE RATE OF 5 PER CENT, PER ANNUM, TO BE COMPUTED BI-ANNUALLY ON THE UNPAID BALANCE, SAID PAYMENTS TO BEGIN ONE MONTH FROM THE DATE HEREOF AND TO CONTINUE EACH AND EVERY MONTH THEREAFTER UNTIL THE WHOLE SUM HAS BEEN PAID;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said PARTIES OF THE FIRST PART

do give, grant, bargain and sell, convey, release and confirm unto the said PARTIES OF THE SECOND PART, THEIR

heirs and assigns, the following property, to-wit: ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATED AND FRONTING ON THE NORTHERLY SIDE OF AVIRETT AVENUE IN CUMBERLAND, ALLEGANY COUNTY, MARYLAND, KNOWN AS NO. 237 AVIRETT AVENUE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A STAKE STANDING ON THE NORTHERLY SIDE OF AVIRETT AVENUE AT THE END OF 21 FEET 3 3/4 INCHES ON THE FOURTH LINE OF A CERTAIN DEED FROM EMILY C. FREY, ET VIR TO PEARL I. LASHLEY, ET VIR., DATED JUNE 13, 1952 AND RECORDED IN LIBER 242, FOLIO 129, ONE OF THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND, AND RUNNING THENCE IN A NORTHERLY DIRECTION AND PARALLEL WITH LEE STREET THROUGH THE CENTER WALL OF A DOUBLE BRICK DWELLING KNOWN AS 239 AND 237 AVIRETT AVENUE, LOCATED ON THE ORIGINAL WHOLE PROPERTY, 85 FEET TO A STAKE STANDING AT THE END OF 16 FEET 5 1/2 INCHES ON THE SECOND LINE OF THE AFORESAID DEED FROM EMILY C. FREY, ET VIR, TO PEARL I. LASHLEY, ET VIR, DATED AND RECORDED AS AFORESAID, AND RUNNING THENCE WITH THE REMAINDER OF SAID SECOND LINE AND PARALLEL WITH AVIRETT

AVENUE, EAST 21 FEET 3 3/4 INCHES TO A STAKE, THEN SOUTH WITH A LINE PARALLEL WITH LEE STREET, 85 FEET TO AVIRETT AVENUE, THEN WITH THE NORTHERLY SIDE OF AVIRETT AVENUE, WEST 21 FEET 3 3/4 INCHES TO THE PLACE OF BEGINNING.

IT BEING THE SAME PROPERTY WHICH WAS CONVEYED TO BRANDON R. AKERS AND GERTRUDE E. AKERS, HIS WIFE, BY PEARL I. LASHLEY, ET VIR, BY DEED AND WHICH SAID DEED WAS RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, MARYLAND ON JUNE 30, 1953 LIBER NO. 295 FOLIO 329.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said PARTIES OF THE FIRST PART, THEIR

heirs, executors, administrators or assigns, do and shall pay to the said

PARTIES OF THE SECOND PART, THEIR

executor, administrator or assigns, the aforesaid sum of SIXTEEN HUNDRED (\$1600.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on THEIR part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

PARTIES OF THE FIRST PART

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said PARTIES OF THE FIRST PART

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said PARTIES OF THE SECOND PART, THEIR

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said PARTIES OF THE FIRST PART, THEIR

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. THEIR representatives, heirs or assigns.

And the said PARTIES OF THE FIRST PART

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or THEIR assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee & THEIR heirs or assigns, to the extent of SIXTEEN HUNDRED (\$1600.00) DOLLARS their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest, as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Elis R. Brady *Brandon R. Akers* [SEAL]
Elis R. Brady *Gertrude E. Akers* [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 24th day of April in the year nineteen Hundred and Fifty-Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Brandon R. Akers and Gertrude E. Akers

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Pearl I. Lashley and Ernest C. Lashley

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Alfred L. Brady

Notary Public

Compared and Mailed *22/5/54*
to Geo. R. Hughes, City City
May 27 1954

FILED AND RECORDED MAY 3, 1954 at 2:20 P.M.

THIS DEED OF ASSIGNMENT OF MORTGAGE, Made this 3rd day of May, in the year 1954, by The Liberty Trust Company of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, WITNESSETH:

WHEREAS, by Mortgage bearing date August 19, 1937, and recorded in Liber 137, folio 557, one of the Mortgage Records of Allegany County, the property and premises therein described became limited and assured unto the said The Liberty Trust Company, by way of Mortgage from John L. Siebert and Annie A. Siebert, his wife to secure a loan of Eighteen Hundred (\$1800.00) Dollars, together with the interest thereon, all as therein set forth, and

WHEREAS, the said John L. Siebert departed this life intestate in the year 1942, and the property covered by said Mortgage descended upon his death unto his widow and their several children, all subject, of course, to the lien of said Mortgage above referred to, and

WHEREAS, since the death of the said John L. Siebert, his widow, the said Annie A. Siebert has been residing on said farm property, and for some period of time, one of her children; namely, Mrs. Helen M. Roberts, a daughter, has been paying the interest on the Mortgage, and the said Helen M. Roberts, in order to stop the further payment of interest unto The Liberty Trust

Company now desires to purchase said Mortgage and have it assigned unto her by the said Bank.

NOW, THEREFORE, in consideration of the premises and the payments by the said Helen M. Roberts of the sum of - - - - - Eight Hundred Dollars - - - - - (\$ 800.00), which represents the unpaid balance of the principal indebtedness of said Mortgage, together with the interest thereon at the rate therein stated in full to date of this Assignment, the said The Liberty Trust Company of Cumberland, Maryland, does hereby transfer and assign, without recourse, unto the said Helen M. Roberts, all its right, title, interest, claim and demand in and to that certain Mortgage from John L. Siebert and Annie A. Siebert, his wife, to The Liberty Trust Company of Cumberland, Maryland, dated August 19, 1937, and recorded in Mortgage Liber 137, folio 557, it being distinctly understood by and between the parties hereto that this Assignment of said Mortgage unto the said Helen M. Roberts shall be held by her as Assignee thereof, and her interest in said property described and conveyed under the lien of said Mortgage shall in no way merge with her interest in said property or any other property which may have descended on the death of the late John L. Siebert unto her as one of his heirs. It being distinctly understood at the time of this Assignment that the interest acquired by the said Helen M. Roberts by this Assignment shall be and remain separate and distinct from her interest in the estate of the late John L. Siebert or any interest she may acquire from her Mother, the said Annie A. Siebert.

WITNESS the signature of Charles A. Piper, President of The Liberty Trust Company, and its corporate seal, all duly attested to by its Secretary, John J. Robinson; also witness the hand and seal of the said Helen M. Roberts.



THE LIBERTY TRUST COMPANY

By Charles A. Piper
President

WITNESS:

Walter H. Campbell

Helen M. Roberts (SEAL)
Helen M. Roberts

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13 day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, a corporation, ^{and acknowledged} that the foregoing Deed of Assignment of Mortgage is the act and deed of said corporation; the said Charles A. Piper further made oath in due form of law that he is the President of The Liberty Trust Company, and duly authorized by it to make this acknowledgement.

WITNESS my hand and Notarial Seal the day and year above written.



Wm. A. D. R.
Notary Public

STATE OF PENNSYLVANIA
COUNTY OF DAUPHIN

TO WIT:

I HEREBY CERTIFY, That on this 28th day of April, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Helen M. Roberts, and she acknowledged the foregoing Deed of Assignment of Mortgage to be her act and deed.

WITNESS my hand and Notarial Seal the day and year above written.



Ethel D. Ketner
Notary Public
My Comm. expires Dec. 4, 1955

Compared and *signed* *Deborah E*

To *Mtge City*

May 24 1954

LIBER 304 PAGE 272

FILED AND RECORDED MAY 3, 1954 at 2:20 P.M.

This Mortgage,

Made this *19th*

day of

April

in the year nineteen hundred and fifty-four

, by and between

Catherine N. McKenzie and John L. McKenzie, her husband,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Catherine N. McKenzie and John L. McKenzie, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) ----- -Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Catherine N. McKenzie and John L. McKenzie, her husband,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Allegany County, Mary-
land which is particularly described as follows:

BEGINNING at a marked stone A.18 on the survey of the tract called
Walbridge, thence running South 64 degrees 48 minutes West 107 feet
to a stake on the East side of a road; thence following said side of
road, South 6 degrees and 5 minutes East 179 feet to a stake; thence
North 69 degrees 25 minutes East 62 feet to a stake, thence North 4
degrees 30 minutes East 200 feet to the marked stone A.18 the place of
beginning.

All lines measured horizontally and all course are on the meridian
used for the year 1897; said lot being lot marked 33-34 on blue print
attached with title, "Map of American Coal Company of Allegany County,
showing Jackson Street Lots, Scale 1 inch = 50 feet, August 4, 1936."

It being the same property which was conveyed unto Catherine McKenzie
by The American Coal Company of Allegany County, a corporation, by
deed dated the 1st day of February, 1937, and recorded in Liber No.
177, folio 100, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James G. McEwen

Catherine N. McKenzie (SEAL)
Catherine N. McKenzie

John L. McKenzie (SEAL)
John L. McKenzie

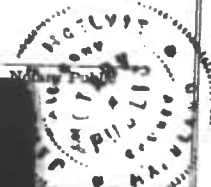
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Catherine N. McKenzie and John L. McKenzie, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James G. McEwen



Compared and attested
to *Mtgee Frostburg*
May 2nd 1954

FILED AND RECORDED MAY 3, 1954 at 2:40 P.M.

This Mortgage. Made this 30th day of April in the year Nineteen Hundred and fifty-four, by and between
- - - **MICHAEL M. MARTIN and JOANN G. MARTIN, his wife,**
of Allegany County, in the State of Maryland
part 1st of the first part, and **FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America,**
as Frostburg, Allegany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

SIX THOUSAND FIVE HUNDRED FIFTY-----00/100(\$6,550.00) DOLLARS

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~xxxx~~ and assigns, the following property, to-wit:

THE surface of all that piece or parcel of land situate in Election District No. 24, in Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the South side of a proposed sixteen-foot alley between Washington Street proposed to be extended and National Highway; said point being South twenty-six degrees forty-five minutes West sixteen feet from the end of the second line of deed from Consolidation Coal Company to the said Robert G. Glotfelty, et ux, dated October 22, 1940, and recorded in Liber No. 188, folio 497, one of the Land Records of Allegany County, Maryland, and being also South twenty-three degrees twenty-five minutes West one hundred ninety-five and seven-hundredths feet from Consolidation Coal Company's Engineers Survey Station No. 11945, which is a copper plug in center of concrete shoulder on South side of National Highway; then leaving said proposed alley South twenty-six degrees forty-five minutes West one hundred and sixty feet to the North side of Washington Street proposed to be extended; then with said proposed street North sixty-three degrees fifteen minutes West fifty feet; (true meridian courses and horizontal distances used throughout) then leaving said proposed street North twenty-six degrees forty-five minutes East one hundred and sixty feet to South side of before-mentioned proposed alley; then with South side of said proposed alley South sixty-three degrees fifteen minutes East fifty feet to the beginning; containing eighteen hundredths of an acre, more or less.

IT being the same property which was conveyed by Robert G. Glotfelty, et ux, to Michael M. Martin, et ux, by deed dated April 27th, 1951, and recorded in Deeds Liber No. 233, folio 555, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of

SIX THOUSAND FIVE HUNDRED FIFTY-----00/100 (\$6550.00) DOLLARS

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said party
of the second part, its successors ~~and assigns, or~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby
mortgaged or so much thereof as may be necessary, and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following to-wit: By giving at least twenty days' notice of the time, place, manner
and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to
the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-
gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
to the said parties of the first part, their heirs, or assigns, and in case of
advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and
pending the existence of this mortgage, to keep insured by some insurance company or companies
acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to
the amount of at least SIX THOUSAND FIVE HUNDRED FIFTY (\$6550.00) -- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or
assigns, to the extent of its lien or claim hereunder, and to place such
policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willets
DAVID R. WILLETS
David R. Willets
DAVID R. WILLETS

Michael M. Martin [Seal]
MICHAEL M. MARTIN
Joann G. Martin [Seal]
JOANN G. MARTIN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of April
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Michael M. Martin and Joann G. Martin, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage was true and bona fide as therein set forth and the said F. Earl Kreitzburg
further made oath that he is the Cashier and agent of the within
named mortgagee and duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.



Ruth M. Todd
RUTH M. TODD
Notary Public

Compared and Mailed *Record E*
To *Nitgel Broadway Md*
May 24 5-

FILED AND RECORDED MAY 3, 1954 at 2:40 P.M.

This Mortgage, Made this 30th day of April

in the year Nineteen Hundred and fifty-four, by and between

- - - - GLENN PATTERSON WRIGHT and GERTRUDE TYLER WRIGHT, his wife--

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

THIRTY-FIVE HUNDRED- - - - -00/100 DOLLARS (\$3500.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL those pieces or parcels of land fronting fifty feet on the Southwesterly side of Buchanan Avenue, near Narrows Park, in Allegany County, Maryland, and known as the Southerly thirty feet of Lot 42 and the adjoining Northerly twenty feet of Lot No. 43 of Park Heights First Addition (formerly called Narrows Park, First Addition) a plat of which addition is filed among the Land Records of Allegany County, said property being described in one set of outlines as follows:

Parts of Lots Numbers 42 and 43:

BEGINNING for the same on the Southwesterly side of Buchanan Avenue at the end of the first line of Lot No. 42, of the aforesaid Addition, and running thence with said Buchanan Avenue South thirty-nine degrees East fifty feet; thence across said Lot No. 43 South fifty-one degrees West one hundred and twenty feet to a fifteen foot alley; thence with said alley, North thirty-nine degrees West fifty feet; thence across said Lot No. 42, North fifty-one degrees East one hundred and twenty feet to said Buchanan Avenue at the place of beginning.

IT being the same property which was conveyed to the parties of the first part by deed dated August 18, 1943 of Albert H. Pond and his wife, and recorded among the Land Records of Allegany County in Liber No. 197, folio 173.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

THIRTY-FIVE HUNDRED - - - - -00/100 DOLLARS (\$3500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY-FIVE HUNDRED -----00/100 (\$3500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Witness: (as to Bath)

Bath M. Todd

Glenn Patterson Wright [Seal]
GLENN PATTERSON WRIGHT

Gertrude Tyler Wright [Seal]
GERTRUDE TYLER WRIGHT

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of April

in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared
GLENN PATTERSON WRIGHT and GERTRUDE TYLER WRIGHT, his wife

And the same property which was conveyed into the parties of the first part by deed of William E. Kear, unmarried, dated the 17th day of April, 1901, which is intended to be recorded upon the land records of Allegheny County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, his successors and assigns, forever, provided that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George H. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

REC 304 215

each acknowledged the foregoing mortgage to be their respective
and signed at the same time before me also personally appeared F. PAUL KREITZBERG,
Manager of the Frostburg National Bank,

and made oath in due form of law, that the President of said
Bank is the only person authorized to make this
mortgage of said Bank and duly authorized by it to make this



Notary Public

Compared and ~~Read~~ Delivered &

To *Geo. H. Lippert Atty. City*
May 24 1954

This Mortgage. Made this 30th day of April in the
year Nineteen Hundred and ~~Forty~~ Forty by and between

of Frederick County, in the State of Maryland
and the first part, hereinafter called mortgagor, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagor has loaned to the said mortgagee the sum of
\$100.00 Dollars,
and the said mortgagor agrees to repay in installments with interest thereon from
date to date at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-nine & 82/100 - (39.82) - Dollars,
before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid. The interest shall be computed by the annual month,
and the said installments shall be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
affecting the hereinafter described premises; and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagor do give, grant bargain and sell, convey,

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least ten thousand three hundred and no/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security, for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for himself, his heirs and assigns hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor.

Attest:

George E. Weitzer (SEAL)
Patricia J. Weitzer (SEAL)
George E. Weitzer
Patricia J. Weitzer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20th day of April

in the year nineteen hundred and forty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George E. Weitzer and Patricia J. Weitzer, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George E. Weitzer, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.

George E. Weitzer
Notary Public

Compare and Mailed *curry*

To Mrs. E. P. Nieman
57 Park St. City
May 24 54

LIBER 304 PAGE 282

PURCHASE MONEY

This Mortgage. Made this 10th day of April
in the year Nineteen Hundred and Fifty-four, by and between

George A. Boch and Frances I. Boch, his wife,

Allegany County, in the State of Maryland

lessor of the first part, and

Harry I. Stegmaler, Trustee,

Allegany County, in the State of Maryland

of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto Harry I. Stegmaler, Trustee for Elizabeth R. Nieman in the principal sum of \$1144.22 and Frances I. Boch in the principal sum of \$700.00 and Athrose J. Burkey and Mary B. Minke in the principal sum of \$155.68, and whereas, the parties of the first part are therefore indebted unto the party of the second part in the full and just sum of \$2000.00 to be repaid with interest at the rate of 6% per annum computed monthly on unpaid balances which said indebtedness together with the interest accruing thereon is payable at the rate of \$60.00 per month, the first monthly payment on principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the end of two years from the date of these presents when the entire balance of principal together with the interest accruing thereon is due and payable in full, said monthly payment being applied first to the accrued interest and the balance unto the principal to secure which said principal with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George A. Boch and Frances

I. Boch, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Harry I. Stegmaler; Trustee, his

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground situated on the north side of Beall Street in the City of Cummerland, Allegany County, Maryland, known and designated as Lots Nos. 7, 8 and part of 9, of Block No. 6, of Rose Hill Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same at the intersection of the south side of Patterson Avenue with the north side of Beall Street, and

running then with the north side of Beall Street, South 82 degrees 35 minutes East 131 1/10 feet, then North 7 degrees 25 minutes East 95 feet to an alley 12 feet wide, and with it, North 82 degrees 35 minutes West 23 1/10 feet to the intersection of said alley, with the north side of Patterson Avenue, then with said avenue, South 57 degrees West 131 1/2 feet, and still with said avenue, South 46 degrees 40 minutes West 13 7/10 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ambrose J. Burkey et al, Executors, dated April 10, 1954, which deed has been recorded among the Land Records of Allegany County, Maryland.

This is a second mortgage and is subject to the lien of the first mortgage of the within conveyed property from the parties of the first part to W. Wallace McKelip dated April 10, 1954, which mortgage has been heretofore recorded among the Mortgage Records of Allegany County, Maryland.

Together with the land and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging in anywise appearing.

PROVIDED, that the said George A. Boch and Frances I. Boch, his wife, their heirs, executors, administrators, assigns, and assigns, shall pay to Harry I. Stegmaler, Trustee, his

Two Thousand & 00/100 - - - (\$2000.00) - - Dollars

interest with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

George A. Boch and Frances I. Boch, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

George A. Boch and Frances I. Boch, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Harry I. Stegmaler, Trustee, his

heirs, executors, administrators and assigns, or Harry I. Stegmaler, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said George A. Roch

and Frances I. Roch, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor & their representatives, heirs or assigns.

And the said George A. Roch and Frances I. Roch, his wife,

further covenant to secure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

agents, the improvements on the hereby mortgaged land to the amount of at least

Twenty & 00/100 - - - - (\$200.00) - - - - - Dollars,

and the policy or policies issued therefor to be approved or endorsed, as in case of fires,

by the said mortgagee or his heirs or assigns, to the extent

of the then then or claim to recover, and to place such policy or

policies in the name of the mortgagee or his heirs or assigns, and to cause

the same to be recorded in the office of the mortgagee or his heirs or assigns.

Witness, Harry I. Stiegmaier, Notary Public.

George A. Roch [SEAL]
Frances I. Roch [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, 10th day April

1904 -four

before me the undersigned, a Notary Public for the State of Maryland, in and for said County, personally appeared

George A. Roch and Frances I. Roch, his wife,

and they acknowledged the foregoing to be their

act and deed, and at the same time before me also personally appeared

Harry I. Stiegmaier, Trustee,

and he acknowledged the foregoing, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNES my hand and Notarial Seal the day and year aforesaid.

Harry I. Stiegmaier
Notary Public.

DEED 304 PAGE 285

Compared and Made & Received
To *Wm. H. Hestonport, Md.*
May 24 1954

This Mortgage, made this 27th., --- day of April-----, in the
year Nineteen Hundred and fifty four, by and between Reuel C. Roberts and Marie
L. Roberts, husband and wife, of Westernport, Maryland-----

-----hereinafter called Mortgagor s, which
expression shall include their-----heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part 1 of the first part and

The Citizens National Bank of Westernport, Maryland, a corporation,

hereinafter called Mortgagee, which expression shall include its-----heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, part 2 of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money
in the principal sum of Six thousand-----Dollars (\$6000.00),
with interest from date at the rate of six per cent-----per centum (six) per
annum on the unpaid principal until paid, principal and interest being payable at the office of
The Citizens National Bank-----in Westernport, Allegany County,
Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments
of eighty-----Dollars
(\$80.00), commencing on the 27th. day of May-----1954, and on the
twenty seventh day of each month thereafter until the principal and interest are fully paid,
except that the final payment of principal and interest, if not sooner paid, shall be due and payable on
the twenty seventh day of April,-----1964. Privilege is
reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the
principal that are next due, on the first day of any month prior to maturity.

The said obligation being evidenced by a certain promissory note of
even date herewith, executed by the said parties of the first part,
jointly and severally with James A. Roberts and Mary A. Roberts, and
payable on demand with interest to said, The Citizens National Bank
of Westernport, Maryland-----

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
and the sum of One Dollar, in hand paid, the said Mortgagor s do -----hereby bargain and sell, give,
grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those certain lands fronting on the South side of Washington
Street in the town of Westernport, Allegany County, Maryland and along
the banks of Georges Creek, which were conveyed and described in that
certain deed from Horace P. Whitworth, Trustee to Reuel C. Roberts and
Marie L. Roberts, husband and wife, dated March 15, 1949 and recorded in
Allegany County, Maryland in Liber No.224 Folio 371, and to which deed
so recorded a reference is hereby made for a definite and particular
description of the property and interests hereby mortgaged.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of
the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid
debt of six thousand dollars, together with the interest due thereon,

and in the meantime shall perform all the covenants herein on their part to be performed, then
this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may
occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and
charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon,
the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in
whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage
debt shall at once become due and payable, and at any time thereafter either the said Mortgagee
or Horace P. Whitworth, its-----
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Allegany County, State of Maryland-----
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident
to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly,

the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of the commission shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of said mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least **six thousand dollars**

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to be to the benefit of the Mortgagee to the extent of its lien or claim and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors.

Richard P. Whitworth

x *Reuel C. Roberts* (SEAL)
Reuel C. Roberts
#####

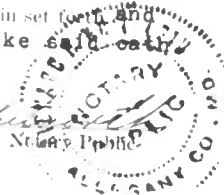
x *Marie L. Roberts* (SEAL)
Marie L. Roberts.
#####

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Thereby certify that on this 30th day of April, in the year 1954, before me, the subscriber, a **Notary Public** of the State of Maryland, and for said County, personally appeared, **Reuel C. Roberts and Marie L. Roberts, husband and wife**, and acknowledged the foregoing mortgage to be **their voluntary** act and deed. And at the same time, before me, also personally appeared **Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland**, the within named Mortgagee, and made oath in plain of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said bank duly authorized to make said oath.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard P. Whitworth



Completed and filed in
Mortgage Recording Office
May 27 1954

This Mortgage. Made this twenty seventh day of April-----
in the year Nineteen Hundred and Fiftyfour----- by and between
Oliver Smith and Anna V. Smith, his wife, and Ida May Crowe, single,

of Westernport, Allegany----- County, in the State of Maryland-----
parties of the first part, and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of
The United States of America.

of Westernport, Allegany----- County, in the State of Maryland-----
party of the second part, WITNESSETH:



Whereas,

The said parties of the first part are indebted
unto the party of the second part in the full and just sum of twenty-
two hundred dollars (\$ 2200.00) for money lent, which loan is evi-
denced by the promissory note of said parties of the first part, of
even date herewith, payable on demand with interest in said sum of
twenty two hundred dollars to the order of The Citizens National Bank
of Westernport, Maryland; and whereas, it was agreed between the
parties hereto prior to the lending of said money and the giving of
said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part-----

do-----give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, its successors and assigns

and assigns, the following property, to-wit:

That certain lot of ground in Westernport, Allegany County,
Maryland, known and numbered on the plat of Hammonds Addition to said
town as lot number one hundred and forty eight (148). Fronting 50 ft.
on the East side of Walnut Street and running back easterly, carrying
the same width throughout a distance of 125 feet. Being the same lot
which was devised by Charles C. Crowe unto Ida May Crowe, and in which
an undivided one half interest therein was conveyed unto Oliver Smith
and Anna V. Smith, husband and wife by deed from Ida May Crowe, dated
April 15, 1942 and of record among the land records of Allegany County,
Maryland in Liber No. 193 Folio 241.

Together with the buildings and improvements thereon, and the rights, roads, ways, and appurtenances thereto belonging or in anywise appertaining.

Provided, that the said parties of the first part--- their-----

party of the second part, its successors-----

twenty two hundred dollars
to be paid with the interest thereon as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their----- part to be
performed, and if this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns-----

-----may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part-----
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the
second part, its successors-----

and assigns, or Horace P. Whitworth, its-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
demanded or not; and as to the balance, to pay it over to the said parties of the first
part, their-----heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part-----
----- further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors or-----
assigns, the improvements on the hereby mortgaged land to the amount of at least

twenty two hundred -----Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, its successors ##### or assigns, to the extent
of its or -----their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:
Richard H. Whitworth

x *Oliver Smith* [SEAL]
Oliver Smith.
x *Anna V. Smith* [SEAL]
Anna V. Smith
x *Ida May Crowe* [SEAL]
Ida May Crowe.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on the twenty seventh, April-----
the year of our Lord and Fifth four----- before me, the subscriber,
a Notary Public for the State of Maryland in and for said County, personally appeared
Oliver Smith, Anna V. Smith and Ida Ray Crowe-----
and each of them acknowledged the foregoing to be their voluntary
act and deed, and at the same time before me as personally appeared Horace P. Whitworth,
President of The Citizens National Bank of Westernport, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth
Notary Public



ccw
Lee H. Leggett City
May 24 1954

FILED AND RECORDED MAY 4, 1954 at 10:40 A.M.
PURCHASE MONEY

This Mortgage. Made this 4th day of May in the
year Nineteen Hundred and ~~th~~ Fifty-four by and between
James N. Long and Elizabeth C. Long, his wife,
of Allegany County, in the State of Maryland
part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagore, the sum of
Four Thousand & 00/100 - - - - - (\$4000.00) - - - - - Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from

at the rate of 0 per cent per annum, in the manner following:

Forty & 10/100 - - - (\$40.00) - - - - - Dollars.

Interest shall be computed on the whole of said principal sum from the date hereof until the whole of said principal sum shall be paid, and shall be payable in the following order: (1) - - - towards the payment of the interest on the above principal sum; and (2) - - - towards the payment of the principal sum, in the following order: (1) - - - towards the payment of the interest on the above principal sum; and (2) - - - towards the payment of the principal sum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid by the said mortgagee to the said mortgagor, the said mortgagor do give, grant bargain and sell convey, release and warrant unto the said mortgagee, his successors or assigns, in fee simple, all the following:

That lot, piece or parcel of ground lying and being at the southwesterly intersection of Dudley Street (formerly Front Street) and First Street, Lonscoring, Allegany County, Maryland, known and designated as Lot No. 1 and part of Lot No. 2 in Dudley Addition to Lonscoring, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake at the intersection of the southerly side of Dudley Street and the westerly side of First Street, said stake being located South 55 degrees West 20 feet from a planted stone marked "P" in the center of First Street and running then with said Dudley Street South 55 degrees West 60 feet, then South 47½ degrees West 7½ feet, then South 35 degrees 30 minutes East 149 feet to the northerly side of an alley, then with said alley North 55 degrees East 67 feet to the westerly side of First Street and then with said First Street North 35 degrees West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Annie P. McAlpine, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, his successors and assigns, forever, provided that if the said mortgagors, their

neers, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants hereby on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or

George W. Lange, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor or their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand & 00/100 - - - (\$4000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seal of the said mortgagor.

Attest:

William H. Harman
William H. Harman

James N. Long (SEAL)
Elizabeth C. Long (SEAL)
Elizabeth C. Long (SEAL)
(SEAL)

State of Maryland.
 Allegany County, to-wit:

I hereby certify. That on this 4th day of May
 in the year nineteen hundred and ~~xxx~~ Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

James N. Long and Elizabeth C. Long, his wife,

the said mortgagor herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge,
 Attorney and agent for the within named mortgagee and made oath in due form of law, that the
 consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
 in due form of law that he had the proper authority to make this affidavit as agent for the said
 mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

Com. and
 to Getzville City
May 24 1954

FILED AND RECORDED MAY 4, 1954 at 2:45 P.M.

This Mortgage. Made this 1st day of
Sept in the year nineteen hundred and Fifty-four, by and between

William B. Haese and Dorothy V. Haese, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

William B. Haese and Dorothy V. Haese, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fifteen Hundred (\$1500.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of 31x (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on June 30, 1954.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, any advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 323 of the Laws of Maryland passed at the January session in the year 1919 or any amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagee also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

REF 304 201

of sale in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or purchasing said sale; and in case said property is advertised, under the power herein contained, and the sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1st day of April in the year nineteen hundred and 1911 before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

and *[Signature]* acknowledged, the foregoing mortgage to be *[Signature]* act and deed; and at the same time, before me, also personally appeared *[Signature]* President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *[Signature]* did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

[Signature]
Notary Public



FILED AND RECORDED MAY 3, 1954 at 3:19 P.M.

This Mortgage, Made this

day of

in the year nineteen hundred and *fifty-four*, by and between

William C. Chites and Mary E. Chites, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **The Liberty Trust Company**, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William C. Chites and Mary E. Chites, his wife,

stand indebted unto the said **The Liberty Trust Company** in the just and full sum of *Seven Hundred (\$700.00)* Dollars, payable to the order of the said **The Liberty Trust Company**, one year after date with interest from date at the rate of *5% (5%)* per centum per annum, payable quarterly as it accrues, at the office of **The Liberty Trust Company** in **Cumberland, Maryland**, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on *June 30, 1954*

THIS MORTGAGE IS INTENDED TO SECURE PAYMENT OF THE ABOVE SUM OF *SEVEN HUNDRED (\$700.00)* DOLLARS, PAYABLE TO THE ORDER OF **THE LIBERTY TRUST COMPANY**, IN CUMBERLAND, MARYLAND, ON MARCH 31, JUNE 30, SEPTEMBER 30, AND DECEMBER 31 OF EACH YEAR, THE FIRST PRO-RATA QUARTERLY INTEREST HEREUNDER TO BE PAYABLE ON *JUNE 30, 1954*.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William C. Chites and Mary E. Chites, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said **The Liberty Trust Company**, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying and being situated in what is known as *Cash Valley* in Allegany County, Maryland, and said property is more particularly described as follows, to-wit:

BEGINNING for the same at a white oak tree standing on the westerly side of the *Shut-Down Road* at the end of the first line of a deed from *Daniel Mullan et ux* to *Cletus W. Shingleton et ux* dated December 11, 1942, and recorded in Deeds Liber 108, folio 15, among the Land Records of Allegany County, Maryland, and thence with said Road, North 6 degrees East 165 feet to a red oak tree, thence continuing with said Road, North 20 degrees West 78 feet to another red oak, thence with the southerly side of a private driveway, North 74-3/4 degrees West 153 feet to two small locust trees; thence leaving said Road, South 24 1/2 degrees West 97 feet to a maple tree standing on the westerly bank of a run; thence South 29 degrees East 141 feet to a planted stone; thence South 65 1/2 degrees East 153 feet to the place of beginning, containing one acre, more or less. Magnetic bearings as of April 1, 1954, and with horizontal measurements.

It being the same property which was conveyed unto the said Mortgagors by *Cletus W. Shingleton and wife*, by deed dated the *5* day of *May*, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Hundred (\$700.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also be in full of the date hereof, the sum of \$700.00, the said mortgagor has agreed to pay to the said mortgagee, its successors or assigns, the sum of \$700.00, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George E. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Hundred (\$700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William C. Barnard (SEAL)
Notary Public

Geo Asiebert (SEAL)
Notary Public

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 4th day of May in the year nineteen hundred and 54 before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared William C. Barnard and Elsie L. Barnard, his wife, and Geo Asiebert acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Fisher President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth: and the said Charles A. Fisher did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo Asiebert
Notary Public



Compared and sworn to
T. Mtge Co
May 24 1954

FILED AND RECORDED MAY 5, 1954 at 3:15 P.M.

This Mortgage, Made this 4th day of May in the year nineteen hundred and fifty-four, by and between

William C. Barnard and Elsie L. Barnard, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William C. Barnard and Elsie L. Barnard, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Forty-One Hundred (\$4100.00) Dollars

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,



at the office of **The Liberty Trust Company** in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on January 1, 1951.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said **The Liberty Trust Company**, its successors and assigns, the following property to-wit:

beginning at the corner of a lot standing along
the line of the C. R. Nixson, C. E., Survey, from the Cash Valley Road in a
direction of North 31 1/2 degrees East 204.6 feet to the end of 1901 corner
of the C. R. Nixson, C. E., Survey, surveyed by William A. Nixson,
Surveyor, on the 15th day of March, 1901, to the corner of the C. R. Nixson, C. E., Survey, dated October 12,
1901, on the line of the C. R. Nixson, C. E., Survey, said surveying party
thence with the lot No. 1, North 55 degrees 45 minutes East 166
feet to the corner of the lot No. 1 of the whole lot No. 1; thence re-
siding at the beginning of this part of original
survey by William A. Nixson, Surveyor, to the corner of the lot No. 1, dated
October 12, 1901, and proceed among the aforesaid last records
bearing 45 minutes East 112 1/2 feet to the line thereof, North 48
degrees 28 minutes West 105.75 feet to the Western side of a lane lead-
ing to the Cash Valley Road; and with it, South 47 degrees 28 minutes
East 78 feet to a corner fence post; thence with a fence, South 45 de-
grees 37 minutes West 105.75 feet; thence continuing with said fence,
South 73 degrees 25 minutes West 75.5 feet to the Northernly side of the
present Cash Valley Road; thence with said side of said Road, South 80
degrees 37 minutes West 55.7 feet to a nail in a locust post which
stands on the Westernly side of a lane leading from the Cash Valley
Road to Manning's Run; thence along the Westernly side thereof, North 46
degrees 20 minutes West 204.6/10 feet to a stake standing South 31 1/2 de-
grees East 6 feet from a stump of a cherry tree, thence crossing said
lane, North 31 1/2 degrees West 95 1/2 feet to the place of beginning.
Surveyed by C. R. Nixson, C. E., August, 1946.

It being part of the same property which was conveyed into the said Mortgagees by Clara Peterbrink, unmarried, by deed dated September 3, 1946, and recorded in Liber 211, folio 88, of the Land Records of Allegany County, Maryland.

This obligation is additionally secured by a Chattel Mortgage for the amount of Fifteen Hundred (\$1500.00) Dollars, which Chattel Mortgage covers a Motor Vehicle, and said Chattel Mortgage bears even date herewith and is by and between the same parties hereto. It being understood, however, that the total obligation as evidenced by this Mortgage and the Chattel Mortgage is Forty-One Hundred (\$4100.00) Dollars, together with the interest thereon as above set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-One Hundred (\$4100.00) Dollars, together with the interest thereon when

and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Shorley William C. Barncord (SEAL)
Elsie L. Barncord (SEAL)
 William C. Barncord
 Elsie L. Barncord

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 4th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William C. Barncord and Elsie L. Barncord, his wife,
 and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of **The Liberty Trust Company**, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Leroy
Notary Public

Compared and Mailed *Success*
to *Mtgs. Frostburg Md.*
May 2+19 54

FILED AND RECORDED MAY 6th 1954 at 9:45 A.M.

This Mortgage, Made this 30th day of April
in the year Nineteen Hundred and fifty-four

by and between

- - - - KENNETH LOWERY and FLORENCE LOWERY, his wife

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FORTY-FOUR HUNDRED DOLLARS- - - - - 00/100 (\$4400.00)- - - - -

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,



together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~XXXX~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as Lot No. 34 in Eckhart Flat Addition No. 3 in said Town of Frostburg, a plat of which said Addition is of record in Liber No. 107, folio 746, of the Land Records of Allegany County, Maryland, and being the same property which was conveyed to the parties of the first part by Maria Pelli Debelok and husband, by deed dated May 31, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 204, folio 398.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

FORTY-FOUR HUNDRED AND 00/100 - - - - - DOLLARS (\$4400.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-FOUR HUNDRED and 00/100 (\$4400.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS

Kenneth Lowery [Seal]
KENNETH LOWERY

David R. Willetts
DAVID R. WILLETTS

Florence Lowery [Seal]
FLORENCE LOWERY

State of Maryland,
Allegany County, to-wit:

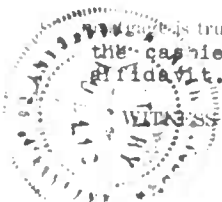
I hereby certify, That on this *30th* day of April

in the year nineteen hundred and **fifty-four**, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

KENNETH LOWERY and FLORENCE LOWERY, his wife

and each acknowledged the foregoing mortgage to be **their respective**
act and deed; and at the same time before me also personally appeared **F. EARL KREITZBURG,**
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
the cashier of said Bank and duly authorized by it to make this
Affidavit.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
RUTH M. TODD Notary Public

Compared and attested
in Mtge City
May 24 1954

FILED AND RECORDED MAY 6th 1954 at 1:10 P.M.

This Mortgage, Made this *6th* day of *May*
in the year Nineteen Hundred and Fifty-four, by and between

Elmer F. Montgomery and Novella Montgomery, his wife

of *Allegany* County, in the State of *Maryland*
parties of the first part, and *The Second National Bank of Cumberland,*



a national banking corporation, with its principal place of business in New York City,

of _____, _____ County, in the State of _____

part of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted to the parties of the second part in the sum of one thousand (\$1,000.00) Dollars with interest at the rate of _____ per annum, payable in installments, and whereas, the parties of the first part are desirous of securing the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part, do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, its successors or assigns, the following property, to-wit: All that lot or parcel of ground situated on the Western side of Pine Avenue in the City of Cumberland, Allegany County, Maryland, designated as Lot No. 3+ in the Cumberland Improvement Company's Second Addition to Cumberland and more particularly described as follows:

BEING a stake on the Western side of Pine Avenue and at the end of the first line of Lot No. 3+3 in said Addition and running thence with said Western side of Pine Avenue, South 42 degrees 57 minutes West 80 feet, thence at right angles to said Avenue North 47 degrees 5 minutes West 1+ 1/2 feet to an alley and with it North 31 1/3 degrees East 40 + 4/5 feet to the end of the second line of said Lot No. 3+3 and with said second line reversed South 47 degrees 5 minutes East 152 1/4 feet to the beginning.

IT BEING the same property which was conveyed unto the said parties of the first part by Mary B. Torrington by deed dated February 9, 1945 and recorded in Liber No. 202, folio 717, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or

~~executors, administrators or assigns~~ or assigns, the aforesaid sum of ONE THOUSAND (\$1000.00)

DOLLARS,

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on THEIR part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs and assigns,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, its successors,

heirs, executors, administrators and assigns, or Peter J. Carpentier, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the

first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, or their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND (1000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Angela H. Mc Clure

Angela H. Mc Clure

Elmer F. Montgomery [SEAL]

Novella Montgomery [SEAL]
Novella Montgomery

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 6th day of May

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

ELMER F. MONTGOMERY and NOVELLA MONTGOMERY, his wife

and ~~thereby~~ acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared ~~the~~
~~the within named mortgagee, and made oath in due form of law, that the consideration in said~~
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and signed *Edward E.*
 To *Wm. H. Legge, Notary*
May 24 1954

FILED AND RECORDED MAY 6th 1954 at 1:00 P.M.

This Mortgage. Made this 5th day of May, in the

year Nineteen Hundred and ~~forty~~ Fifty Four by and between

Frederick L. Kempe and Betty P. Kempe, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Seven Thousand Five Hundred (\$7500.00) Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Sixty One and 28/100 (\$61.28) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground being known as part of Lot No. 2 of a part of the Frederick A. Lempe property which is situated on the easterly side of Memorial Avenue just south of Elwood Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake on the easterly side of Memorial Avenue distant South 14 degrees 20 minutes West 173.58 feet from the intersection of the southerly side of Elwood Street with the easterly side of Memorial Avenue, then running then South 70 degrees 40 minutes East 110 feet to a stake, then South 14 degrees 20 minutes West 52.3 feet to a stake, then North 70 degrees 40 minutes West 110 feet to a stake on the easterly side of Memorial Avenue, and then with said easterly side North 14 degrees 20 minutes East 52.3 feet to the place of beginning.

Being part of the property which was conveyed unto the parties of the first part by deed of Frederick A. Lempe dated February 26, 1954, which is recorded in Liber 256, Folio 443, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor, s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred (\$7500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s ,

Attest:

William T. Harman

Frederick L. Wempe (SEAL)
FREDERICK L. WEMPE

Betty P. Wempe (SEAL)
BETTY P. WEMPE

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 5th day of May,

in the year nineteen hundred and ~~four~~ fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe, and Betty P. Wempe, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notarial Seal the day and year aforesaid.

Frederick L. Wempe
Notary Public

Compared and ~~recd~~ *recd* *Delivered* *E*
To Geo. H. Leggo City City
May 24 1954

FILED AND RECORDED MAY 6 1954 at 1:00 P.M.

This Mortgage. Made this 5th day of May in the

Year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

George J. Dunlap and N. Cleo Dunlap, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Fifteen Thousand Seven Hundred & 00/100 - - - - - (\$15,700.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Three & 62/100 - - - - - (\$103.62) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises; and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated on Prince George's Street, in Cumberland Heights Addition, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 30 and 31 of Block No. 5, the plat of which said addition is recorded in Liber No. 1, folio 44 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of Prince George's Street at the end of the first line of Lot No. 29 of said Block No. 5 in said addition and running then with the southerly side of Prince George's Street North 87 degrees 18 minutes East 75.7 feet to the westerly side of said alley, then with



with alley South 2 degrees 51 minutes West 135.6 feet to intersect another alley parallel to said Prince George's Street, then with said alley with 27 degrees 12 minutes East 63.15 feet to the end of the second line of said Lot No. 2 and then with said second line reversed North 2 degrees 42 minutes West 130 feet to the place of beginning, all courses refer to true North.

and the same monuments which were conveyed unto the parties of the first part of two deeds, the first from George J. Kelly and Melvane L. Kelly, his wife, dated the 23rd day of April, 1902, recorded in Liber No. 76, folio 47 among the records of Allegany County, Maryland; the second from John J. Titchard and Grace M. Titchard, his wife, and Meredith M. Wright and Frank Wright, her husband, dated the 23rd day of April, 1902, recorded in Liber No. 76, folio 47 among the records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option borrow the same amount of money for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or to the Mortgagee's Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sum of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacement, repairs, renewals and improvements so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagee's hereby warrant, covenant, promise and covenant with the said mortgagee that the above described property is improved as herein stated and that a perfect and complete title is conveyed herein free of all liens and encumbrances except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagee's, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagee's may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagee's hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge

its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagee's, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee's, their representatives, heirs or assigns.

And the said mortgagee's, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand Seven Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagors.

Attest:

George J. Dunlap

George J. Dunlap (SEAL)
George J. Dunlap

N. Cleo Dunlap (SEAL)
N. Cleo Dunlap

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5th day of MAY
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George J. Dunlap and N. Cleo Dunlap, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George J. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



in my hand and Notarial Seal the day and year aforesaid.

George J. Legge
Notary Public

Compared and ~~Witnessed~~ Delivered
To *Res. H. Lippert, Atty. Gen.*
May 24, 1954

PURCHASE MONEY

FILED AND RECORDED MAY 7th 1954 at 12:40 P.M.

This Mortgage, Made this 6th day of May in the

year Nineteen Hundred and ~~XXXX~~ Fifty-four by and between

Lawrence Raymond Dickerhoff and Shirley Lee Dickerhoff, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Seven Hundred Fifty & 00/100 - - - (\$6750.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-two & 73/100 - - - (\$42.73) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Northerly side of Gephart Drive in the City of Cumberland, Allegany County, Maryland, being part of Lot No. 33 in "Annandale Addition to Cumberland, Maryland", a plat of which said addition is recorded among the Land Records of Allegany County, and is filed in Plat Case Box No. 59 in the office of the Clerk of the Circuit Court for Allegany County, Maryland, and which said part of Lot No. 33 is described as follows, to-wit:

Beginning at a point on the northerly side of Gephart Drive and the westerly side of a 15 foot alley, and running then with said Gephart Drive, South 49 degrees 23 minutes West 26 feet and 8 inches, then North 40 degrees 37 minutes West 85 feet to the southerly side of an alley 13 feet and 6 inches wide, then with said alley, North 49 degrees 23 minutes East 37 feet and 2 inches to the intersection of the southerly side of said alley with the westerly side of a 15 foot alley leading to Gephart Drive, then South 33 degrees 35 minutes East 85 feet and 7 1/2 inches to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert Liebknecht and Mildred L. Liebknecht, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagor, s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Seven Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Hauman

Lawrence Raymond Dickerhoff (SEAL)
Lawrence Raymond Dickerhoff

Shirley Lee Dickerhoff (SEAL)
Shirley Lee Dickerhoff

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Lawrence Raymond Dickerhoff and Shirley Lee Dickerhoff, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and ~~Valid~~ Delivered to
To Mr. J. Legge Atty City
May 2nd 1954

LIBER 304 PAGE 314

FILED AND RECORDED MAY 7th 1954 at 12:40 P.M.

This Mortgage. Made this 6th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Earl L. Athey and Rose Lee Athey, his wife,

of Allegany County, in the State of Maryland

part ~~ies~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand & 00/100 -- -- -- -- -- (\$2,000.00) -- -- -- -- -- Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-eight & 20/100 -- -- -- -- -- (\$38.20) -- -- -- -- -- Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that piece, or parcel of land or ground situate, lying and being
in Election District No. 23, Allegany County, Maryland, situated on the east side
of the public road leading from the Mt. Pleasant Church to the Mason Road and
more particularly described as follows, to-wit:

Beginning at a White Oak tree on the east margin of the entrance road
leading to the three room frame dwelling house erected by the parties of the second
part hereto on the land hereby conveyed and running then by new division lines
as follows: South 60 1/2 degrees East 332.6 feet to a Locust Tree; North 29 degrees
East 61 1/4 feet to a Sugar; North 56 degrees West 340 feet to a Locust; North
63 3/4 degrees West 163.5 feet to a post on the east margin of the Mt. Pleasant
Road; then by said road South 16 degrees West 183 feet; South 22 1/2 degrees West
226 feet; South 18 1/2 degrees West 179 feet; South 12 degrees East 85 feet to the
place of beginning; containing 6.478 acres.

Being the same property which was conveyed unto the parties of the first
part by deed of Irene B. Ayers dated the 19th day of February, 1944 and recorded
among the Land Records of Allegany County, Maryland in Liber No. 201, folio 611.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100 - - - - (\$2000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Earl L. Athey (SEAL)
Earl L. Athey

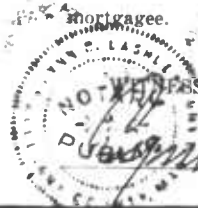
Rose Lee Athey (SEAL)
Rose Lee Athey

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Earl L. Athey and Rose Lee Athey, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



George W. Legge my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and renewed Witnessed
by Geo. H. Legge Atty. City
May 24 1954

FILED AND RECORDED MAY 7th 1954 at 12:40 P.M.

This Mortgage, Made this 5th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Paul W. Gline and Lucy W. Gline, his wife,

of Allegany County, in the State of Maryland
 part 1st of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Three Thousand Six Hundred Forty & 00/100 -- -- -- (\$3640.00) -- -- -- Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five & 00/100 -- -- -- (\$45.00) -- -- -- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment shall be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, shown and described as Lot No. 98 on "Amended Plat" of the properties of the Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Company, et al, dated September 15, 1923, and more particularly described as follows, to-wit:

Beginning for the same on Gehart Drive at its intersection with a 10 foot alley, and then North 34 degrees 12 minutes East 39 feet, then leaving Gehart Drive North 55 degrees 48 minutes West 100 feet to a 15 foot alley, then with said alley South 34 degrees 12 minutes West 39 feet to the aforesaid 10 foot alley, then with said alley South 55 degrees 48 minutes East 100 feet to the place of beginning.

Being a part of the property conveyed by Arthur W. Eichelberger and Elizabeth J. Eichelberger, his wife, to Paul W. Glime and Lucy M. Glime, his wife, by deed dated the 29th day of September, 1947, and which is recorded among the Land Records of Allegany County, Maryland in Liber No. 217, folio 389.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor, , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred Forty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

Raymond C. Ashley

Paul W. Gline (SEAL)
Paul W. Gline
Lacy A. Gline (SEAL)
Lacy A. Gline

State of Maryland.
 Allegany County, to-wit:

I hereby certify, That on this 5th day of May
 in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul W. Glime and Lucy M. Glime, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge,
 Attorney and agent for the within named mortgagee and made oath in due form of law, that the
 consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
 in due form of law that he had the proper authority to make this affidavit as agent for the said



WITNESSES my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED MAY 7th 1954 at 3:00 P.M.

This Mortgage, Made this Seventh day of
 May in the year nineteen hundred and fifty-four, by and between

Mabel E. Burkhardt and Earl E. Burkhardt, her husband,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Mabel E. Burkhardt and Earl E. Burkhardt, her husband,
 stand indebted unto the said The Liberty Trust Company in the just and full sum of
Seventeen Hundred Fifty (\$1750.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,



at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Mabel E. Burkhardt and Earl E. Burkhardt, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground, together with the improvements thereon, situate, lying and being in the City of Cumberland, Allegany County, Maryland, known as Lot No. 5 of Springdale Addition and particularly described as a whole as follows:

BEGINNING at a point on the West side of Springdale Street, said point being also the beginning point of a deed to John Reuschel recorded among the Land Records of Allegany County in Liber No. 33, folio 37, and running with said Springdale Street, North 15 degrees East 48.5 feet, then North 75 degrees West 100 feet to a 12-foot alley, then with said alley, South 15 degrees West 48.5 feet, then South 75 degrees East 100 feet to the place of beginning.

It being the same property which was conveyed unto Mabel E. Wageley, widow, by George E. Fisher and wife, by deed dated April 13, 1943, and recorded in Liber No. 195, folio 695, one of the Land Records of Allegany County. The said Mabel E. Wageley has since intermarried with Earl E. Burkhardt and is now Mabel E. Burkhardt.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred Fifty - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Fifty (\$1750.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mabel E. Burkhardt (SEAL)
Mabel E. Burkhardt

Earl E. Burkhardt (SEAL)
Earl E. Burkhardt

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Mabel E. Burkhardt and Earl E. Burkhardt, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Harley
Notary Public

Compared and Mailed ~~correct~~
To Mtge. Piedmont N. Va.
May 24 1954

BER 304 PAGE 322

FILED AND RECORDED MAY 8" 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Twenty-sixth day of April,
in the year Nineteen Hundred and Fifty-four _____, by and between
LLOYD C. BROADWATER and MARTHA M. BROADWATER, his wife, -----

of Allegany _____ County, in the State of Maryland,
part ies of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

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part _____ of the second part, WITNESSETH:

Whereas, the said Lloyd C. Broadwater and Martha M. Broadwater,
his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF
PIEDMONT, WEST VIRGINIA, in the just and full sum of FOUR THOUSAND
(\$4000.00) DOLLARS, as evidenced by their joint and several, negoti-
able, promissory note, of even date herewith, for said sum of FOUR
THOUSAND (\$4000.00), payable on demand to the order of said FIRST
NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date,
at said Bank, and to be repaid in sums of not less than FORTY-FIVE
(\$45.00) DOLLARS per month until the entire amount of principal and
interest of said note has been fully paid; to secure the payment of
which said sum of FOUR THOUSAND (\$4000.00) DOLLARS, with interest as
aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Lloyd C. Broadwater and Martha M.
Broadwater, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said-----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and~~ and assigns, the following property, to-wit: All the following real estate
situated in Allegany County, Maryland, and particularly described as
follows:

FIRST: All that certain lot or piece of land being part of a tract
known as the Seigler Farm, bounded and described as follows, to wit:
BEGINNING at a stake in the Sixth line of Lot No. 11 and corner to
No. 18, thence with No. 11 in part North 27 degrees 36' West 161.3
feet to a stake, a corner to No. 11, reference North 62½ degrees West
10 feet to a beech tree; thence South 66 degrees West 338 feet to a
stake; thence South 37 degrees 35' East 160 feet to a corner to No. 18
and with second line of same reversed North 56½ degrees East 307 feet
to the place of beginning, containing 1.20 acres of land; being the
same property which was conveyed unto Myrtle Smith by Deed from

William Smith Smith and wife, dated March 10th, 1906, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 98, folio 461; and

SECOND: All that certain lot or piece of land known as Lot No. 11 in Military Lot No. 3745, in the County of Allegany, Maryland, being part of the Seigler Farm, and BEGINNING at a stake a corner to Lot No. 10 thence with the Western limit of County Road North 54½ degrees West 153 feet; thence North 63 degrees 12' West 143 feet; thence North Forty degrees 50' West 56 feet to a stake; thence leaving said County Road South 56 degrees West 160 feet to a stake (reference North 52½ degrees West 10 feet to a beech tree); thence South 27 degrees 36' East 327 feet to a stake, a corner to Lot No. 10, and with the third line of same reversed North 55½ degrees East 326 feet to the place of beginning; containing 1.79 acres of land; being the same property which was conveyed to Myrtle Smith by Deed from Wilson D. Althouse et ux, dated September 2nd, 1904, and recorded among the Land Records of said Allegany County in Liber No. 98, folio 458; and

THIRD: All that certain real estate situated in Allegany County, Maryland, being part of a tract known as the Seigler Farm, and described as follows: BEGINNING at a stake at the corner of Lots Nos. 18, 11, 17 and 10 and running thence North 27 degrees 36' West 165 feet to a stake at the corner of the first line of Lot No. 19, and thence South 56 degrees 15' West 321 feet, being the fourth line of Lot No. 19 reversed, and thence running South 21 degrees 30' East 174 feet to the corner of Lot No. 17, and then running North 56 degrees 40' East 348 feet, being line No. 3 of Lot No. 17 reversed to the beginning; containing 1.24 of an acre, more or less; being the same property which was conveyed to Myrtle Smith by Deed from Fernando C. Michaels et ux, dated September 10th, 1908, and recorded among the Land Records of said Allegany County in Liber No. 113, folio 654;

The above three parcels of land, containing 4.23 acres, more or less, being the same property which was conveyed unto the said parties of the first part by Harman J. Broadwater and Anna B. Broadwater, his wife, by Deed, dated April 20th, 1954, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage, and this Mortgage is subject to the reservation and exception of coal and other minerals as set forth in said Deed and prior Deeds for the same, to all of which said Deeds reference is hereby specially made for a more definite description of said property, reservations, privileges and restrictions.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Lloyd C. Broadwater and Martha M. Broadwater, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of FOUR THOUSAND DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or Harry K. Drane, its, -----
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then

received or not; and as to the balance, to pay it over to the said Lloyd C. Broadwater
and Martha M. Broadwater, his wife, their ----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagors and their ----- representatives, heirs or assigns.

And the said Lloyd C. Broadwater and Martha M. Broadwater, his
wife, parties of the first part, ----- further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or its successors or -----

assigns, the improvements on the hereby mortgaged land to the amount of at least -----
Four thousand (\$4000.00) ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to insure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent

of its or ----- their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. B. Determan Notary Public Lloyd C. Broadwater [SEAL]

J. B. Determan Notary Public Martha M. Broadwater [SEAL]
 STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this 5th day of April,

in the year nineteen Hundred and Fifty-four West Virginia, before me, the subscriber,

a Notary Public of the State of ~~Massachusetts~~ in and for said County, personally appeared Lloyd C.
Broadwater and Martha M. Broadwater, his wife, -----

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared J. B. Determan,
Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires

7th 1961

J. B. Determan
 Notary Public.

Conveyed and Mailed to Mortgagee
 To *Mtgee Keyser & Co.*
March 2, 1954

FILED AND RECORDED MAY 8th 1954 at 8:30 A.M.

PURCHASE MONEY MORTGAGE.

This Mortgage, Made this _____ day of April,
 in the year Nineteen Hundred and Fifty _____ Four _____, by and between
 Irene A. Brown and Charles E. Brown, her husband, hereinafter called
 Mortgagors, which expression shall include their heirs, personal
 representatives, successors and assigns, where the context so admits or
 requires,

of _____ Allegany _____ County, in the State of Maryland

part 108 of the first part, and THE NATIONAL BANK OF KEYSER, W. VA. a corpo-
 ration, hereinafter called Mortgagee, which expression shall include
 its personal representatives, successors and assigns, where the context
 so admits or requires,

of _____ Mineral _____ County, in the State of West Virginia
 part 3 of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the said
 Mortgagee in the full and just sum of SIX HUNDRED (\$600.00) DOLLARS,
 as evidenced by their promissory note of even date herewith, payable
 on demand after date with interest from date at the rate of Six (6)
 per centum per annum, and on the face of which note is the following:
 "A minimum of \$20.00 to be paid on this note each month, but notwith-
 standing the balance due on the note with interest may be called
 at any time". And which note is also signed by Marvin M. Sheetz
 and Naomi H. Sheetz.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said Irene A. Brown and Charles E. Brown
 her husband,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said

The National Bank of Keyser, West Virginia, a corporation, its
 successors,
~~and~~ and assigns, the following property, to-wit:

The following described real
 estate situate in McCoole, Allegany County, Maryland.

LOT NUMBER 4, as designated on a plat of a part of Ira
 B. Duckworth's real estate at said McCoole, and the said Lot No. 4
 has a frontage of 50 feet on Queen Street, one of the Streets
 designated on said plat, and extends back a distance of 196 feet to
 an alley.

Being the same lot conveyed to Irene A. Brown and Charles E.

Brown, her husband, by deed dated the 9th day of April, 1954 from William H. Markwood, and others, and which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland prior to the recording of this mortgage.

ALSO, a certain lot or parcel of real estate lying in the town or village of McCoolle, Maryland, known and numbered as Lot No. 5 facing on Queen Street fifty (50) feet, and running back the same width to an alley, adjoining the west side of Lot Number 4.

Being the same lot or parcel of land conveyed to Irene A. Brown and Charles E. Brown, her husband, as tenants by the entireties, by deed dated the 7th day of April, 1954 from Clara L. Robinson, and others, and which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Irene A. Brown and Charles E. Brown, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, W. Va. a corporation, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of Six Hundred (\$600.00) DOLLARS, in manner and form as hereinbefore provided, and the monthly payments of \$20.00 as herein set forth.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Irene A. Brown and Charles E. Brown, her husband, their heirs, personal representatives or assigns, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Irene A. Brown and Charles E. Brown, her husband,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The National

Bank of Keyser, West Virginia, a corporation, its personal representatives successors

~~heirs, executors, administrators~~ and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Irene A. Brown and Charles

E. Brown, their _____ heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor, _____ their _____ representatives, heirs or assigns.

And the said Irene A. Brown and Charles E. Brown, her husband, xxix
percepsit-recrocentacdece.

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its personal representative, assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors and assigns, to the extent of its their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Altogether:

• <i>Paul T. Land</i>	• <i>Irene A. Brown</i> [SEAL] Irene A. Brown
• <i>Richard C. Lofgren</i>	• <i>Charles E. Brown</i> [SEAL] Charles E. Brown

~~THE NATIONAL BANK OF KEYSTONE, N. Y. A. [SEAL]~~
a corporation,

[SEAL]

BY Joseph E. Patchett
Joseph E. Patchett, its President.

West Virginia.

State of Maryland,
Mineral
Allegany County, to-wit:

I hereby certify. That on this 26th day of April

* in the year nineteen Hundred and Fifty four, before me, the subscriber.

~~a Notary Public of the State of Maryland, in and for said County, personally appeared Isaac A. Brown and Wife of Charles E. Brown, whose name is signed to the mortgage above, and being the within named mortgagors,~~

and ~~d14~~ acknowledged the foregoing mortgage to be her

set and deed; and at the same time before me also personally appeared Joseph E. Patchett,
President of the National Bank of Keyser, W. Va., a corporation,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission expires April 5, 1964

Notary Public.

State of Ohio,
County of ^{Summit} ~~Cuyahoga~~, to-wit

I HEREBY CERTIFY that on this 25th day of April 1954, before me, the subscriber a Notary Public of the State

of Ohio, in and for said County, personally appeared Charles E. Brown, husband of Irene A. Brown, and being one of the mortgagors, whose name is signed to the mortgage above, and acknowledged the foregoing mortgage to be his act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires January 1st 1956



Richard C. Lopez, Jr.
Notary Public

RICHARD C. LOPEZ, Justice of Peace
My Commission Expires Jan. 1, 1956

Compared and attested
to Mtge City
May 24 1954

FILED AND RECORDED MAY 8th 1954 at 9:50 A.M.

PURCHASE MONEY

This Mortgage, Made this 7th

day of May, in the year nineteen hundred and ~~thirty~~ fifty-four

By and Between RICHARD L. KLAVUHN and MARGARET J. KLAVUHN, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

Whereas, the said parties of the first part, being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Thirty-five Hundred and 00/100 dollars, on their thirty-five (35) shares, class "A" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all that lot or parcel of land situated on the South side of Greene Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING at a point on the South side of Greene Street at the end of 75 feet on the fourth line of a parcel of land conveyed by Althea M. Devecmon to Sarah M. Swan by a deed dated May 22, 1873, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 39, folio 1, said point being the end of the first line of the lot heretofore conveyed by Ferdinand Williams to William E. Burke and wife; and running thence with part of said fourth line and with said South side of said Greene Street, North $71\frac{1}{2}$ degrees West 50 feet; thence parallel with the third line of said Devecmon-Swan parcel of land, South $22\frac{1}{2}$ degrees West 295 feet to a point in the second line of said Devecmon-Swan parcel of land; then with part of said second line, South $79\frac{1}{2}$ degrees East 50 feet to the end of the second line of said Burke lot; then reversing said second line of said Burke lot, North $22\frac{1}{2}$ degrees East 295 feet to the place of beginning.

IT BEING the same property conveyed unto the said Richard L. Klavuhn, et ux., by The Allegany Building, Loan and Savings Company of Cumberland, Maryland, by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for said property.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, - - - - - make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part - - - - - hereby covenant and agree with the said, The Allegany Building, Loan and Savings

Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Thirty-five Hundred and 00/100 at the rate of 6% per annum, ----- dollars with interest thereon payable in monthly payments of not less than \$ 35.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in June, 1954, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgage may pay the same and charge such sum or sums against said mortgage debt as part thereof,

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis H. Wilson, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written:

Test: Miles I. Amick Richard L. Klavuhn (SEAL)
Miles I. Amick Margaret J. Klavuhn (SEAL)
MARGARET J. KLAUVHN.

State of Maryland, }
 Allegany County, to-wit: }

I Hereby Certify, That on this 7th day of May,
 in the year nineteen hundred and ~~xxxx~~ fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland in and for Allegany County, personally appeared

Richard L. Klavuhn and Margaret J. Klavuhn, his wife,
and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

Mildred P. [Signature]



FILED AND RECORDED MAY 8th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 7th day of May, 1954, by and between
Arthur BOLDEN and Mary BOLDEN, his wife,

of FFB, Frostburg, Allegany County, in the State of Maryland, Mortgagee, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagee is justly indebted unto the Mortgagee in the full and just sum of
Eight Hundred Twenty-five (\$825.00)

which is to be repaid in 10 consecutive monthly installments of \$ 40.10 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagee do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Allegany County, Maryland, near the village of Finzel, known as a part, or parts of Military lots 501, 502 and 505

and more fully described in a Deed from Joseph E. CLARK and Anna Bell CLARK, dated April 30, 1943, recorded among Land Records of Allegany County, Liber 143, Folio 414

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagee, its heirs, executors, administrators or assigns, do and shall pay as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on

AND, it is agreed that until default be made in the premises the said Mortgagee may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagee hereby covenant to pay when legally demandable.

AND, the said Mortgagee further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagee, its heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagee, its heirs or assigns.

WITNESS OUR hand and seal

ATTEST:

Ralph M. Face
Ralph M. Face

Arthur Bolden (SEAL)
Arthur Bolden

Mary Bolden (SEAL)
Mary Bolden

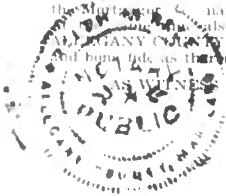
STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 7th day of May, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Arthur Bolden and Mary Bolden, his wife,

the Mortgagor, named in the foregoing mortgage and, they acknowledged the foregoing mortgage to be their act. Also appeared, ~~WILLIAM R. JONES~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. ~~W. R. Jones~~ Notary Public



Ralph M. Face
Notary Public

Compared and found correct
to Mortgage Frostburg Md
May 24 1954

FILED AND RECORDED MAY 10 1954 at 10:20 A.M.

This Mortgage. Made this 7th day of May in the year

Nineteen Hundred and Fifty-four by and between

JULIA I. SPATES, widow, and M. LOUISE SPATES, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of TEN THOUSAND AND NO/100 - - - - - Dollars (\$10,000.00) with interest at the rate of Five per centum (5%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

One Hundred Twenty Six and 60/100 - - - - - Dollars, (\$126.60) commencing on the 7th day of June, 1954, and on the 7th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 7th day of May, 1962. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that parcel or lot of ground lying and being in the Town of Frostburg, Allegany County and State of Maryland, and described as follows:

BEGINNING for the same at the Southeast corner of Jacob Jarrett's lot on the North side of the National Road, and running with the North side of said Road Eastwardly towards the Roman Catholic Church in the Town of Frostburg sixty-eight feet and five inches (68' 5"), and then running in a Northerly direction one hundred and sixty-four feet (164') to an alley at a point distant sixty-four feet (64') from the Northeastern corner of said Jarrett's lot, and then with said alley sixty-four

(64') feet to the said Northeastern corner of said Jarrett's lot, and then in a Southerly direction with the Eastern side or boundary of said Jarrett's lot to the place of beginning.

BEING the same property which was conveyed to the said Julia I. Spates and M. Louise Spates by deed from The City Investment Company of Frostburg, Maryland, dated July 30, 1945 and recorded in Liber No. 204, folio 596, one of the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a further description of said real estate.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or

not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TEN THOUSAND AND NO/100 - - - - - (\$10,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

Julia I. Spates (SEAL)
JULIA I. SPATES

Ralph M. Race
Ralph M. Race

M. Louise Spates (SEAL)
M. Louise Spates

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 7th day of May in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

----- JULIA I. SPATES, widow, and M. LOUISE SPATES, widow, -----

and each acknowledged the foregoing mortgage to be their respective ----- act; and at the same time, before me also personally appeared ^{Ge. Alvin Kreiling} ~~William M. Knight~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ^{Ge. Alvin Kreiling} ~~William M. Knight~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Compare and Record Entered &
To Rec'd Ledger City City
May 24 1954

FILED AND RECORDED MAY 10 1954 at 1:55 P.M.

SECOND

This Mortgage, Made this 7th day of May in the year Nineteen Hundred and Fifty-four, by and between

William M. Knight and Eileen R. Knight, his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and

Howard T. Carolan and Mary E. Carolan, his wife,

of Allegany County, in the State of Maryland part 1st of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bonafide indebted unto the said parties of the second part in the full and just sum of \$2300.00, and to secure the payment together with the interest thereon, when and as the same may become due and payable this mortgage is given.

And the said mortgagors further agree to pay to said mortgagees the sum of \$400.00 within the period of six months from the date of this mortgage, and to pay the remaining balance due thereon after the aforesaid payment of \$400.00, within a period of three years from the date of this mortgage.

This mortgage is written for a term of three years from its date and after the expiration of said three years, if not paid, the mortgage shall continue in force under its terms and conditions as written until called by said mortgagees, their heirs or assigns.

It is understood and agreed by the parties of this mortgage that the principal sum of said mortgage debt shall bear interest at the rate of 4% per annum said interest to be chargeable monthly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said William M. Knight and Eileen R.

Knight, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Howard T. Carolan and Mary E. Carolan, his wife,

their heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the southeasterly side of Bedford Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the Northeasterly side of Valentine Avenue and the Southeasterly side of Bedford Street, and running then with Valentine Avenue South 50 degrees 25 minutes East 112.71 feet to a 12 foot right-of-way, then with said right-of-way North 37 degrees 20 minutes East 73.38 feet, then North 50 degrees 25 minutes West 112.71 feet to the Southeasterly side of Bedford Street, and then with said street South 37 degrees 20 minutes West 73.38 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William M. Knight and Eileen R. Knight, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Howard T. Carolan and Mary E. Carolan, his wife, their executors, administrators or assigns, the aforesaid sum of

Twenty-three Hundred & 00/100 - - - - (\$2300.00) - - - - -

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

William M. Knight and Eileen R. Knight, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William M. Knight and Eileen R.

Knight, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Howard T. Carolan and Mary E. Carolan, his wife, their

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said William M. Knight

and Eileen R. Knight, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said William M. Knight and Eileen R. Knight, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-three Hundred & 00/100 - - - - (\$2300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of \$2300.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest:

William H. Harman

William M. Knight [SEAL]

Eileen R. Knight [SEAL]

[SEAL]

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 7th day of May
 in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
William M. Knight and Eileen R. Knight, his wife,
 and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared Howard T. Carolan
 and Mary E. Carolan, his wife,
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



my hand and Notarial Seal the day and year aforesaid.

Howard T. Carolan
 Notary Public.

Contract and deed returned to
 To Mr. H. L. Lipp, Atty. City
May 24 1954

RECORDED FIRST
 PURCHASE MONEY

FILED AND RECORDED MAY 10 1954 at 1:55 P.M.

This Mortgage, Made this 7th day of May in the
 year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Richard E. Shelton and Ethelyne W. Shelton, his wife,
of Allegany County, in the State of Maryland
 parties of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - Dollars,
 which said sum the mortgagor s agree to repay in installments with interest thereon from

the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-one & 91/100 - - - - - (\$61.91) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southeasterly side of Frederick Street known and designated as part of Lots Nos. 128 and 129 in Gephart's Bedford Road Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 32 one of the Plat Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same at a point on the southeasterly side of Frederick Street at the end of the first line of Lot No. 127 in said addition, and running then with said street North 41 degrees 5 minutes East 66 feet, then South 48 degrees 55 minutes East 90 feet to the end of the second line of the deed from Robert T. Powell to Stanley J. Brenneman et ux dated July 14, 1953, which is recorded in Liber 251, folio 403 one of the Land Records of Allegany County, Maryland, and then reversing said second line (corrected) South 41 degrees 5 minutes West 66 feet to a point on the second line of said Lot No. 127 and then with part of said second line reversed North 48 degrees 55 minutes West 90 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert T. Powell and Ethel H. Powell, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leage, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - (\$9000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Richard E. Shelton (SEAL)
Richard E. Shelton

Ethelene W. Shelton (SEAL)
Ethelene W. Shelton

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard E. Shelton and Ethelyne W. Shelton, his wife,

the said mortgagor = herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Leake
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Handwritten: See
in the Sh. Leake, Atty. Gen.
May 20, 54

Recorded

FILED AND RECORDED MAY 10th 1954 at 1:55 P.M.

This Mortgage, Made this 7th day of May
in the year Nineteen Hundred and Fifty-four, by and between

Richard E. Shelton and Ethelyne W. Shelton, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and

Robert T. Powell and Ethel H. Powell, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the principal sum of \$3750.00 to be repaid with interest at the rate of 5 1/2% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$30.68 per month on principal and the interest accruing thereon, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being applied first to the accrued interest and the balance unto the principal to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard E. Shelton and Ethelyne W. Shelton, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Robert T. Powell and Ethel H. Powell, his wife,
heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southeasterly side of Frederick Street known and designated as part of Lots Nos. 128 and 129 in Dephart's Bedford Road Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 32 one of the plat records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same at a point on the southeasterly side of Frederick Street at the end of the first line of Lot No. 127 in said addition, and running then with said street North 41 degrees 5 minutes East 66 feet, then South 48 degrees 55 minutes East 90 feet to the end of the second line of the deed from Robert T. Powell to Stanley J. Brenneman et ux dated July 14, 1953, which is recorded in Liber 251, folio 403 one of the Land Records of Allegany County, Maryland, and then reversing said second line (corrected) South 41 degrees 5 minutes West 66 feet to a point on the second line of said Lot No. 127 and then with part of said second line reversed North 48 degrees 55 minutes West 90 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, just prior to the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage from Richard E. Shelton et ux to the First Federal Savings and Loan Association of Cumberland, of even date, which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, just prior to the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Richard E. Shelton and Ethelyne W. Shelton, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Robert T. Powell and Ethel H. Powell, his wife, their

executors, administrators or assigns, the aforesaid sum of

Three Thousand Seven Hundred Fifty & 00/100 - - - (\$3750.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Richard E. Shelton and Ethelyne W. Shelton, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Richard E. Shelton and Ethelyne

W. Shelton, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Robert T. Powell and Ethel H. Powell, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Richard E. Shelton and Ethelyne W. Shelton, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Richard E. Shelton and Ethelyne W. Shelton, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand Seven Hundred Fifty & 00/100 - - - (\$3750.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest:

William H. Hoorman

Richard E. Shelton [SEAL]
Richard E. Shelton

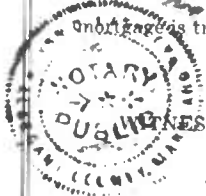
Ethelyne W. Shelton [SEAL]
Ethelyne W. Shelton

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 7th day of May
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Richard E. Shelton and Ethelyne W. Shelton, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Robert T. Powell and Ethel H. Powell, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage was true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

Compared and ~~Mailed~~ Delivered
To Mt Gre City
May 24 1954

FILED AND RECORDED MAY 11th 1954 at 9:00 A.M.

This Mortgage, Made this 10th day of MAY
April in the year nineteen hundred and fifty-four, by and between

Glenn Edward McGill and Hazel R. McGill, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Glenn Edward McGill and Hazel R. McGill, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fourteen Hundred Fifty (\$1450.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Glenn Edward McGill and Hazel R. McGill, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground, situated and lying in Allegany County, in the State of Maryland, at "Green Point", to-wit:

BEGINNING at a point on the County Road leading from Cumberland to Mount Savage, said point being 180 1/2 feet distant from the beginning of the lot of ground conveyed to Edward G. McGill by the Consolidation Coal Company of Allegany County, Maryland, and also on the Sixth line of the lot described in said deed, and running along said Road, South 45 degrees and 24 minutes West 55 1/2 feet to a stake; then North 45 degrees and 15 minutes West 120 feet to a stake; then North 45 degrees and 24 minutes East 55 1/2 feet to a stake, then South 45 degrees and 15 minutes East 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Edward G. McGill and wife, by deed dated the 29th day of October, 1918, and recorded in Liber No. 125, folio 499, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fourteen Hundred Fifty (\$1450.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the

purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fourteen Hundred Fifty (\$1450.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Glenn Edward McGill
Glenn Edward McGill

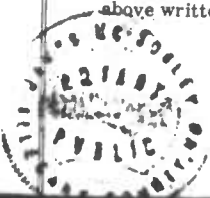
Hazel R. McGill (SEAL)
Hazel R. McGill

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of MAY in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Glenn Edward McGill and Hazel R. McGill, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Loring
Notary Public

REF 304 pag 347

Compared and Mailed *Wesley*
to *Wetzel Freeburg Md*
May 24 1954

FILED AND RECORDED MAY 11 1954 at 4:00 P.M.

This Mortgage. Made this 10th day of April May
in the year Nineteen Hundred and fifty-four
FORREST G. WEBSTER and NORMA H. WEBSTER, his wife

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States
of America

at Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

FORTY-TWO HUNDRED- - - - - 00/100 (\$4200.00) DOLLARS,
payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness,
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors ~~next~~ and assigns, the following property, to-wit:

ALL that piece or parcel of ground situated in Election
District No. 18 and on the northerly side of the Vale Summit-Midland
Road in Allegany County, Maryland, it being a part of a seven acre
tract which was conveyed to Arthur G. Clise, et ux, by deed of the
Federal Land Bank of Baltimore, dated November 6, 1940, and recorded
in Liber No. 188, folio 648, of the Land Records of Allegany County,
Maryland, and more particularly described as follows: (Magnetic
courses as of March, 1948, reduced to vernier readings and horizontal
distances being used throughout).

BEGINNING for the same at a stake standing on the northerly
limits of the Vale Summit-Midland Road, and at the end of 49.5 feet
on the 16th line of a tract of land called "Commonwealth," said stake
being also the beginning of the aforesaid seven acre tract and
running thence with the northerly limits of said road and the first
line of the whole seven acre tract (course corrected so as to follow
road) South sixty degrees nine minutes West two hundred sixty four
feet to a stake, thence with part of the 2nd line of the whole lot
(with an allowance of one degree forty eight minutes for magnetic
variation) and still with the aforesaid road South sixty seven de-
grees forty eight minutes West one hundred ninety three feet to a
stake, thence leaving said road and running across the whole lot
North twenty eight degrees twenty minutes West two hundred and twenty
five hundredths feet to a stake standing at the end of six hundred
thirty five feet on the 9th or last line of the whole lot and on the
16th line of "Commonwealth," thence with said line with an allowance
of one degree forty eight minutes for magnetic variation, North
eighty six degrees forty eight minutes East five hundred three and
five tenths feet to the beginning, containing 1.126 acres more or
less.

The premises herein intended to be conveyed fronts 457 feet on the Vale Summit Road and extends northward from said road to the back line of the whole tract.

IT being the same property which was conveyed by Arthur G. Clise and his wife to Forrest G. Webster and his wife, by deed dated April 1, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220, folio 513

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

FORTY-TWO HUNDRED- - - - -00/100 (\$4200.00) DOLLARS

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FORTY-TWO HUNDRED- - -00/100 (\$4200.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Bath)

Ruth M. Tadd

Forrest G. Webster [Seal]
FORREST G. WEBSTER

Norma H. Webster [Seal]
NORMA H. WEBSTER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of April MAY
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
FORREST G. WEBSTER and NORMA H. WEBSTER, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg
further made oath that he is the Cashier and agent of the within
named mortgagee and duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Paul M. Jones
Notary Public

Compared and Read before me
The Sh. Legge Atty City
May 24 1954

FILED AND RECORDED MAY 11th 1954 at 12:30 P.M.

This Mortgage, Made this 10th day of May in the
year Nineteen Hundred and fifty -four by and between
Charles H. Miller and Margaret M. Miller, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty-four Hundred & 00/100 - - - (\$2400.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from



the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-six & 05/100 - - - (\$26.05) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land situated on Pulaski

Street in the City of Cumberland known and designated as Lot No. 28 in Fairview Addition to the City of Cumberland, a plat of which is recorded among the Land Records of Allegany County, Maryland in Liber No. 97, folio 203, and which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the westerly side of Pulaski Street in said Addition at the end of the first line of Lot No. 27 and running then with Pulaski Street North 20 degrees 35 minutes East 30 feet, then North 69 degrees 25 minutes West 100 feet to an alley, then with it South 20 degrees 35 minutes West 30 feet to the end of the second line of Lot No. 27, and then with it reversed South 69 degrees 25 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Margaret A. Condon, unmarried, and Angela M. Condon, unmarried, dated the 27th day of April, 1953, and recorded among the Land Records of Allegany County, Maryland in Liber No. 249, folio 323.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Twenty-four Hundred & 00/100 - - - (\$2400.00) - - -** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seal of said mortgagors.

Attest:

William H. Hooper

Charles H. Miller [SEAL]
Charles H. Miller
Margaret M. Miller [SEAL]
Margaret M. Miller
[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10th day of May

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles H. Miller and Margeret M. Miller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Made seemg
to Mitges City
May 24 1954

FILED AND RECORDED MAY 11th 1954 at 10:35 A.M.

PURCHASE MONEY

This Mortgage. Made this 7th day of May

in the year Nineteen Hundred and Fifty -four, by and between

JOHN W. WORMACK and BEATRICE V. WORMACK,
his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND,

a national banking corporation, having its principal office in
Cumberland,

of Allegany County, in the State of Maryland,

part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide
indebted unto the party of the second part in the full and just sum

of EIGHTEEN HUNDRED DOLLARS (\$1,800.00) with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the parties of the first part covenant and agree to pay in equal monthly installments of Twenty Nine Dollars and eighty-three cents (\$29.83) on account of interest and principal, beginning on the day of June, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal and interest is paid. Said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of the principal of the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness ~~XXXXXX~~ together

~~XXXXXX~~ together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred Dollars (\$500.00) and not to be made in an amount which will cause the principal indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to be made to the hereby mortgaged premises and property, the said parties of the first part do hereby bargain and sell unto the said party of the second part, its successors and assigns, the following property, to wit:

All that lot, piece or parcel of land lying and being on Ann Street (now Central Avenue), in the City of Cumberland, Allegany County, Maryland, known as Lot "C" on the plat of the subdivision of the Harrison Lots on Ann Street (now Central Avenue) and more particularly described as follows:

BEGINNING for the same at a point in the Eastern line of Ann Street (now Central Avenue) distant North 4-7/12 degrees East 24-1/4 feet, North 42-2/3 degrees East 76-87/100 feet from the Northwest corner of the dwelling house heretofore owned and occupied by

Ernest Barth, it being also North 43-1/15 degrees West 15-3/4 feet from the Northwest corner of the brick foundation wall of the house on the lot hereby intended to be conveyed, and running thence with said Ann Street (now Central Avenue), (as shown by Ashael Willison) South 42-2/3 degrees West 25 feet; then at right angles to Ann Street (now Central Avenue) South 47-1/3 degrees East 120 feet; then parallel with Ann Street (now Central Avenue) North 42-2/3 degrees East 25 feet to intersect a line drawn at right angles to Ann Street (now Central Avenue) from the place of beginning; then with said line North 47-1/3 degrees West 120 feet to the place of beginning.

IT BEING the same property conveyed to the parties of the first part by John H. Trost and Gertrude B. Trost, his wife by deed dated the 2nd day of May, 1954, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction and this mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

~~XXXXXX~~ the aforesaid sum of Eighteen Hundred Dollars (\$1,800.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns,

~~heirs, executors, administrators and assigns,~~ or Matthew J. Mullaney, its
~~heirs, executors, administrators and assigns,~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred Dollars (\$1,800.00) ~~and to~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors and assigns, to the extent of its ~~that~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

H. C. Sanders
Matthew J. Mullaney

John W. Wormack [SEAL]
John W. Wormack [SEAL]

Beatrice V. Wormack [SEAL]
Beatrice V. Wormack [SEAL]

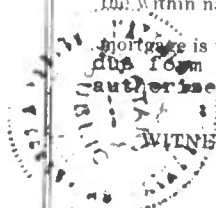
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of May
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

JOHN W. WORMACK and BEATRICE V. WORMACK, his wife,
and they acknowledged the foregoing mortgage to be their H. C. LANDIS,
act and deed; and at the same time before me also personally appeared ~~XXXXXXXXXX~~,
CASHIER
~~XXXXXXXXXX~~ of The First National Bank of Cumberland,

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in
due form of law that he is the President of said bank and is duly
authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Matthew M. Muesel
Notary Public.

*using
Mtg 308 Central Ave.
May 27 1954*

FILED AND RECORDED MAY 11th 1954 at 10:35 A.M.
PURCHASE MONEY

This Mortgage, Made this 7th day of May
in the year Nineteen Hundred and Fifty-four _____ by and between

JOHN W. WORMACK and BEATRICE V. WORMACK,
his wife,
of Allegany _____ County, in the State of Maryland,
part ies of the first part, and JOHN H. TROST and GERTRUDE B. TROST, his
wife,

of Allegany _____ County, in the State of Maryland,
part ies of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto

the parties of the second part in the full and just sum of SEVEN HUNDRED DOLLARS (\$700.00) together with interest thereon at the rate of four per cent (4%) per annum, payable semi-annually, and which said principal sum together with the interest thereon then due and owing is payable to the parties of the second part three years after date, and which said sum of money together with the interest thereon the said parties of the first part covenant to pay as and when the same shall be due and payable.

This is a second mortgage, being subsequent and inferior to the first, operation and effect of a prior mortgage to The First National Bank of Cumberland from the parties of the first part and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being on Ann Street (now Central Avenue) in the City of Cumberland, Allegany County, Maryland, known as Lot "C" on the plat of the subdivision of the Harrison Lots on Ann Street (now Central Avenue) and more particularly described as follows:

BEGINNING for the same at a point in the Eastern line of Ann Street (now Central Avenue) distant North 4-7/12 degrees East 24-1/4 feet, North 42-2/3 degrees East 76-87/100 feet from the Northwest corner of the dwelling house heretofore owned by Ernest Barth, it being also North 43-1/15 degrees West 15-3/4 feet from the Northwest corner of the brick foundation wall of the house on the lot hereby intended to be conveyed, and running thence with said Ann Street (now Central Avenue), (as shown by Ashael Willison) South 42-2/3 degrees West 25 feet; then at right angles to Ann Street (now

Central Avenue) South 47-1/3 degrees East 120 feet; then parallel with Ann Street (now Central Avenue) North 42-2/3 degrees East 25 feet to intersect a line drawn at right angles to Ann Street (now Central Avenue) from the place of beginning; then with said line North 47-1/3 degrees East 120 feet to the place of beginning.

IT BEING the same property conveyed by John H. Trost and Gertrude B. Trost, his wife, to John W. Wormack and Beatrice V. Wormack, his wife, by deed dated the 3rd day of May, 1954, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrator or assigns, the aforesaid sum of Seven Hundred Dollars (\$700.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the
second part, their

heirs, executors, administrators and assigns, or Matthew J. Mullaney,
~~XXXXXX~~ their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first
part, their

heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Hundred and no/100----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee and, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hands and seals of said mortgagor s

Attest:

Matthew J. Mullaney John W. Wormack [SEAL]
Matthew J. Mullaney John W. Wormack [SEAL]

Beatrice V. Wormack [SEAL]
Beatrice V. Wormack [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 14 day of May
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

JOHN W. WORMACK and BEATRICE V. WORMACK, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared JOHN H. TROST,
one of
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. ...
Notary Public.

Compared and ~~Mailed~~ Delivered &
To *Geo. H. Lyle, Atty. City*
May 24 1954

FILED AND RECORDED MAY 11th 1954 at 12:30 P.M.

This Mortgage, Made this 10th day of May, in the
year Nineteen Hundred and ~~Fifty~~ Forty Four by and between

Elmo Lawrence Liller (single)

of Allegany County, in the State of Maryland,

part Y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
Four Thousand Eight Hundred (\$4,800.00) Dollars,
which said sum the mortgagor agrees to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:





By the payment of Thirty and 37/100 (\$30.37) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot piece or parcel of ground lying and being on the westerly side of Massachusetts Avenue known and designated as Lot No. 222 in Mapleside Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 30, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the westerly side of Massachusetts Avenue at the end of the first line of Lot 221 in said addition, and running then with said Massachusetts Avenue South 10 degrees 10 minutes West 50 feet to the end of the fourth line of Lot No. 223 in said addition, then with that line reversed North 79 degrees 50 minutes West 100 feet to a 15 ft. alley, then with said alley North 10 degrees 10 minutes East 50 feet to the end of the second line of said Lot No. 221 and then with said second line reversed South 79 degrees 50 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of William M. Somerville et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrant s generally to, and covenant s with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and Improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the-meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, Its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs

or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Eight Hundred (\$4,800.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for himself and his heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest:

William H. Harman
Elmo Lawrence Liller (SEAL)
ELMO LAWRENCE LILLER

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 10th day of May,
in the year nineteen hundred and forty fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmo Lawrence Liller (single)

the said mortgagor herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and Mailed *Reviewed*
To *Mtge. Frostburg Md*
May 11 1954

FILED AND RECORDED MAY 11th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 7th day of May, 1954, by and between
Allen STEVENS and Alice M. STEVENS, his wife,
of Rt 2 No. 2, Frostburg, Allegany County, in the State of Maryland, Mortgagee, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagee are justly indebted unto the Mortgagee in the full and just sum of
Twenty-two Hundred and sixty-three - - - - - 00,00 (\$ 2,263.00)

which is to be repaid in 44 consecutive monthly installments of \$ 74.50 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagee do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Section District No. 50 of Allegany County, Maryland, known as
the Carl Stevens Home, on State Route 50 in Eikhams, Maryland

and more fully described in a Deed from Carl Stevens, dated Oct. 2, 1953,
recorded among Land Records of Allegany County, Maryland, Liber 227, Page 303

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagee die, heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagee may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagee hereby covenant to pay when legally demandable.

AND, the said Mortgagee do further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagee do, their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagee do, their representatives, heirs or assigns.

WITNESS our hand S and seal S

Allen Stevens (SEAL)
Allen Stevens

ATTEST:

Ralph M. Face
Ralph M. Face

Alice M. Stevens (SEAL)
Alice M. Stevens

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

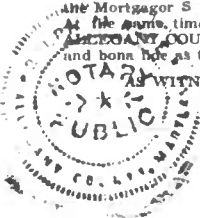
I HEREBY CERTIFY, That on this 7th day of May, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Allen STEVENS and Alice M. STEVENS, his wife,

the Mortgagee do named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act
at the same time also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal.



Ralph M. Face Notary Public

Compared and Made *correct*
To *Mt. Gel. Frostburg Md*
May 2 + 19 54

LIBER 304 PAGE 362

FILED AND RECORDED MAY 11" 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 10th. day of May, 1954, by and between
Lawrence S. BRINER and Hazel S. BRINER, his wife,
of Porter Settlement, Allegany County In the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of
Eight Hundred Twenty-seven - - - - - \$827.00
which is to be repaid in 48 consecutive monthly installments of \$ 40.00 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Porter Settlement, near Porter Settlement, near Porter Settlement, near Porter Settlement,
Allegany County, Maryland, and more fully described in a Deed from Stephen Briner, et al
dated May 22, 1954 recorded among Land Records of Allegany County, Maryland Liber 299 Folio 641

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor or their heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor or their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor representatives, heirs or assigns.

WITNESS my hand and seals

Lawrence S. Briner (SEAL)
Lawrence S. Briner

ATTEST:

19 Ralph M. Pace
Ralph M. Pace

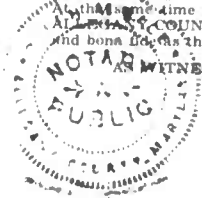
Hazel S. Briner (SEAL)
Hazel S. Briner

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th. day of May, 1954, 1954, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally appeared
Lawrence S. BRINER and Hazel S. BRINER, his wife,

the Mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act
and deed, and also appeared WILLIAM C. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth. /s/ Alvin Kreiling
NOTARY PUBLIC
WITNESS my hand and Notarial Seal.



Ralph M. Pace
Ralph M. Pace Notary Public

Compared and Mailed ~~1054~~
To Mtgee Frostburg Md
May 24 1954

DEAR 304 PAGE 363

FILED AND RECORDED MAY 12th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 11th day of May, 1954, by and between
James Taylor and Mildred Taylor, his wife,

of 22 E. Third St., Frostburg, Allegany County, Md., in the State of Maryland, Mortgagee; and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagee is justly indebted unto the Mortgagee in the full and just sum of

which is to be repaid in 120 consecutive monthly installments of \$ 4.00 each, beginning one month from
the date hereof at the office of the said Mortgagee

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the promises and of the sum of One Dollar, the said
Mortgagee do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in

and more fully described in a Deed from James Taylor and Mildred Taylor, dated May 11, 1954,
recorded among Land Records of Allegany County, Maryland, Liber 100, Folio 100

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagee or himself here, executors, administrators or assigns, do not and shall pay
on or cause to be paid to the said Mortgagee, its successors and assigns, the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do not and shall perform all the covenants herein on
part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagee may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagee hereby covenant to pay when legally demandable.

AND, the said Mortgagee further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Douh, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagee or their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagee, their representatives, heirs or assigns.

WITNESS our hand and seal this

ATTEST:

Ralph M. Pace
Ralph M. Pace

James Taylor (SEAL)
James Taylor
Mildred Taylor (SEAL)
Mildred Taylor

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 11th day of May, 1954, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally appeared

James TAYLOR and Mildred TAYLOR, his wife,

appeared in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act.
At the same time, appeared WILLIAM H. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth. G. Alvin Kreiling

hand and Notarial Seal.



Ralph M. Pace
Ralph M. Pace Notary Public

FILED AND RECORDED MAY 12th 1954 at 8:30 A.M.

This Mortgage, Made this 10th day of May
in the year Nineteen Hundred and Fifty Four, by and between

James L. Shay and Laura K. Shay, his wife

of Allegany County, in the State of Maryland
part ies of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia
part y of the second part, WITNESSETH:

Whereas, James L. Shay and Laura K. Shay, his wife, are indebted to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, as evidenced by a negotiable promissory note, bearing even date herewith, executed by the said James L. Shay and Laura K. Shay, his wife, and payable to the order of the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the sum of Thirty-one hundred (\$3100.00) Dollars, with interest, at its Banking House in Keyser, West Virginia.

Said note is payable in monthly installments of at least Fifty (\$50.00) Dollars each, due on the day of each month hereafter until the entire principal sum, with interest, has been paid.

Default in the payment of any one of said monthly installments of Fifty (\$50.00) Dollars, when due, shall at once cause the entire principal sum of said note to become due and payable.

This is a purchase money mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James L. Shay and Laura K. Shay, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors and assigns, the following property, to-wit:

Those two (2) certain pieces or parcels of real estate situate, lying and being in District Number Thirty-one (31) in Allegany County, State of Maryland, located near the Village of McCooles, as follows:

First: BEGINNING at a stake standing at the corner of Morrison's (now Allan's) twenty-seven acre tract, and thence, with the line of Ira Duckworth's S. 56° 30' E. 108 poles to a stone pile; thence, N. 39° E. 8 poles to a stake; thence, N. 56° 30' W. 112 poles to a small pine stump in Allan's line; thence, with said line, S. 10° 30' W. 8-3/4 poles to the BEGINNING, containing five and one-half (5-1/2) acres, more or less.

Second: BEGINNING at a small red oak on the easterly side of Westernport and Cumberland Road, corner to land conveyed by Berry to Duckworth, thence, S. 56° 15' E. 106 poles to a stone, 38° 30' W. 6 poles to a post, corner to Jacob's five (5) acres; thence, with the line between Jacob's land and Duckworth land, N. 56° 30' W. 104 poles to a stone; thence, N. 10° 30' E. 6 poles to the BEGINNING, containing three and nine-tenths (3.9) acres, more or less.

Both of the above described parcels being the same real estate which was conveyed to the said James L. Shay and Laura K. Shay, his wife, by deed dated the 27th day of April, 1944, from Walter L. McDowell and Rosa E. McDowell, his wife, and recorded among the Land Records for Allegany County, Maryland, in Liber No. 199, folio 330, reference to said deed being hereby made for a more particular description of said parcels of land, and the source of title thereto.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James L. Shay and Laura K. Shay,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation,
its successors and
~~executors and assigns,~~ assigns, the aforesaid sum of

Thirty-one hundred (\$3100.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

James L. Shay and Laura K. Shay, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James L. Shay and Laura K. Shay,

his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and

Merchants Bank of Keyser, West Virginia, a corporation, or its

~~successors and assigns,~~ assigns, or Joseph A. Blundon, its
~~attorney or agent,~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

James L. Shay and Laura K. Shay, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor to, their representatives, heirs or assigns.

And the said James L. Shay and Laura K. Shay, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-one Hundred (\$3100.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee and its assigns, to the extent of its ~~own~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s:

Attest:

F. C. Boor
F. C. Boor

James L. Shay [SEAL]
James L. Shay
Laura K. Shay [SEAL]
Laura K. Shay

WEST VIRGINIA
State of ~~Marshall~~
MINERAL
~~Marshall~~ County, to-wit:

I hereby certify, That on this 10 day of May in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of ~~West Virginia~~, in and for said County, personally appeared James L. Shay and Laura K. Shay, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared F. C. Boor, Cashier of the Farmers and Merchants Bank of Keyser, West Virginia, a Corporation

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

My commission expires Dec 9, 1963

WITNESS my hand and Notarial Seal the day and year aforesaid.



Thurgood
Notary Public.

Recorded and acknowledged
 To Mtge City
 May 24 1954

FILED AND RECORDED MAY 12th 1954 at 9:10 A.M.

VA Form 4-6218 (Home Loan)
 APRIL 1961. Use optional
 Servicer's Amendment and
 (26 U. S. C. § 166 (a)). Ap-
 provable to RFO Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this
 and between

10th day of May
 April

A. D. 1954, by

George O. Himmelwright and Naomi L. Himmelwright, his wife,
 of Baltimore City - - - - - , in the State of Maryland, hereinafter
 called the Mortgagor, and
 The Liberty Trust Company - - - - -
 a corporation organized and existing under the laws of the State of Maryland - - - - -
 hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~George O. Himmelwright and Naomi L. Himmelwright~~ is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Twenty Thousand - - - - - Dollars (\$20,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four & One-Half per centum (4½ %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company - - - - - , in Cumberland, - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Fifty-Three - - - - - Dollars (\$153.00), commencing on the first day of July - - - - - 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June - - - - - 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - - - - , in the State of Maryland, to-wit:

All that lot or parcel of ground situate in Election District No. 4 in Allegany County, Maryland, and known as "Lot No. 9" of Hobrock's Addition to Cumberland, Maryland, and being situate on the Westerly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at an iron pin on the Westerly side of Virginia Avenue, said iron pin being distant North 14 degrees 10 minutes East 52.75 feet from the curb line intersection of the Westerly side of Virginia Avenue and the Northerly side of Second Street, said iron pin being on the division line of the property herein described and the property of William M. Dailey, thence running westwardly along said land of William M. Dailey, North 75 degrees 50 minutes West for a distance of 139 feet to the Easterly side of a public alley, thence along said side of said alley, North 14 degrees 10 minutes East, a distance of 48 feet to a stake, thence leaving said alley and running South 75 degrees 50 minutes East for a distance of 139 feet to a point on the Westerly side of Virginia Avenue, thence along the Westerly side of Virginia Avenue, South 14 degrees 10 minutes West a distance of 48 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Charles Freeman Owens, single, by deed dated the 10th day of May, 1954, and duly recorded among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and all fixtures now or hereafter attached to or used in connection with the premises herein described~~

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantees.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty - - - days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Marie Preshaw

John H. Preshaw

George O. Himmelwright
George O. Himmelwright

Naomi L. Himmelwright
Naomi L. Himmelwright

STATE OF MARYLAND, BALTIMORE CITY

to wit:

I HEREBY CERTIFY, That on this 30th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared George O. Himmelwright and Naomi L. Himmelwright, his wife, - - - - - the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective - - - - - act.



WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

Marie Preshaw

Notary Public.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles R. Preshaw, the Vice President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.



TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

James M. Lachy
Notary Public

Compared and Made Correct
To Mortgage Register R/L 3 1/4
May 27 1954

LIBER 304 PAGE 370

FILED AND RECORDED MAY 12th 1954 at 9:10 A.M.

This Mortgage, made this 10th day of May, in the
year Nineteen Hundred and fifty-four, by and between

Clyde Richard Dennis and Lillian Irene Dennis, his wife,

expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Stella Wilson Lambert - - - - -

hereinafter called Mortgagee, which expression shall include her heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, part y of the second part, witnesseth:

WHEREAS, the said Mortgagors are justly and bona fide indebted unto
the said Mortgagee in the full sum of Two Thousand (\$2,000.00) Dollars,
which said indebted, together with the interest thereon at the rate of
Six per centum (6%) per annum is payable three years after date hereof.
The said Mortgagors hereby covenant and agree to make payments of not
less than Thirty-Five (\$35.00) Dollars each month on account of the
principal indebtedness with the interest in addition thereto at the
rate aforesaid.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR
THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE A PURCHASE
MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give,
grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of land lying and being on
the Westerly side of the Winchester Road in Election District No. 7,
Allegany County, Maryland, and which said parcel of land is more
particularly described as follows, to-wit:

BEGINNING at a steel pipe stake in a concrete base,
corner of a lot now owned by James Tyree, and running thence, North 12
degrees West 75 feet to a stake to be replaced by steel; thence South
82½ degrees East 386.5 feet to a stake on the West margin of the afore-
said Winchester Road as now being improved; thence with said margin of
said Road, South 3½ degrees West 75 feet to a stake; thence by the said
lot or parcel of land now owned by James Tyree North 80½ degrees West
369.4 feet to the place of beginning, containing .638 of an acre.

It being the same property which was conveyed unto
the said Mortgagors by Mildred K. Fritz, et vir, by deed dated the 10th
day of May, 1954.

Reference is hereby made to certain restrictions
affecting the land herein described and conveyed, all as set forth and
contained in the deed above referred to.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of
the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Two Thousand (\$2,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then
this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may
occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and
charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon,
the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in
whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage
debt shall at once become due and payable, and at any time thereafter either the said Mortgagee
or George R. Hughes, her - - - - -
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper

published in Cumberland, Allegany County, Maryland - - - - -
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in
convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident
to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly,
to the payment of all monies due and payable under this mortgage including interest on the mortgage
debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said
Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half
of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of
this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee
the improvements on the hereby mortgaged land to an amount of at least - - - - -
Two Thousand (\$2,000.00)
dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss,
to inure to the benefit of the Mortgagee to the extent of her lien or claim
hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay
the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagors

Attest

George R. Hughes

Clyde Richard Dennis (SEAL)
Clyde Richard Dennis (SEAL)

Lillian Irene Dennis (SEAL)
Lillian Irene Dennis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of May, in the year
1954, before me, the subscriber, a Notary Public of the State of Maryland,
in and for said County, personally appeared, Clyde Richard Dennis and Lillian Irene
Dennis, his wife,

the within named Mortgagors, and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared Stella Wilson Lambert

the within named Mortgagee, and made oath in
due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notary Seal the day and year last above written.



George R. Hughes
Notary Public

Filed and recorded
L. H. Leggo Atty City
May 24 1954

LIBER 304 PAGE 372

FILED AND RECORDED MAY 12th 1954 at 10:20A.M.

This Mortgage, Made this 11th day of May in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Mark L. Lazarus, Jr. and Mary C. Lazarus, his wife,

of Allegheny County, in the State of Maryland

part ~~ies~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegheny County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Thousand & 00/100 - - - - - (\$20,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred Twenty-six & 60/100 - - - (\$126.60) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Camden Avenue known and designated as Lots Nos. 60 and 61 in Dingle Highlands Addition, Cumberland, Allegheny County, Maryland, a plat of which said addition is recorded in Liber 1, folio 5 one of the Plat Records of Allegheny County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a stake on the northerly side of Camden Avenue standing at the southwesterly corner of Lot No. 59 in said addition, and bearing South 70 degrees 30 minutes West 450 feet from the northwesterly intersection of Highland Avenue and Camden Avenue, and running then with the northerly side of Camden Avenue South 70 degrees 30 minutes West 88.9 feet to the easterly side of Cochrane Highway, and also at the end of 22.5 feet on the easterly line of a tract of land containing 30 acres conveyed by J. W. Scott Cochrane, Executor, to W. Carl Richards et al by deed dated November 5, 1915, which is recorded in Liber 117, folio 475, one of the Land Records of Allegheny County, Maryland, then leaving said avenue and running with a part of said last line North 40 degrees 1 minute West 160.1 feet to a stake, then leaving said last line North 70 degrees 30 minutes East 145 feet to the northwesterly corner of said Lot No. 59 and then with the dividing line between said Lots Nos. 59 and 60 South 19 degrees 30 minutes East



150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the Safe Deposit and Trust Company of Baltimore, Trustee, dated the 13th day of April, 1953, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 249, folio 196.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leggs, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand & 00/100 -- (\$20,000.00) -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Mark L. Lazarus, Jr. (SEAL)
Mark L. Lazarus, Jr.

Mary C. Lazarus (SEAL)
Mary C. Lazarus

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of May
in the year nineteen hundred and ~~forty~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Mark, L. Lazarus, Jr. and Mary C. Lazarus, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED MAY 12th 1954 at 10:20 A.M.

THIS MORTGAGE, Made this 10th day of May, 1954, by and between HAROLD L. PRICE and MARY JO PRICE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Nine (\$29.00) Dollars on account of interest and principal, payments to begin on the 10th day of June, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all the following two parcels of land located on the southerly side of the National Pike about five miles West of the City of Cumberland, and which are more particularly described as follows, to-wit:

PARCEL NO. 1: All that lot or parcel of ground being the northeasterly one-half of Lot No. 12, as shown on an unrecorded plat of the Mountain View Addition, LaVale, Cumberland, Maryland, and which is more particularly described as follows, to-wit:

BEGINNING at a stake situate on the Southerly side of the National Pike (U.S. Route No. 40), 1,100 feet distant in a south-

westerly direction from the Camp Ground Road and which point is also the end of the division line between Lots 11 and 12 in the said Mountain View Addition, LaVale, Cumberland, Maryland; and running thence (1) with the said division line between the said Lots 11 and 12 and which line is also line No. 4 in a certain deed from George E. Baughman et ux. to Ray R. Henley et ux., dated August 4, 1947, and which is recorded in Liber No. 216, folio 431, of the Land Records of Allegany County, Maryland, South 16 degrees 45 minutes East 187.95 feet to a point on Park Avenue in said Addition; thence (2) with the northerly side of said Park Avenue, South 75 degrees 30 minutes West 50 feet to a stake; thence (3) constructing a new division line through the said Lot No. 12, North 16 degrees 45 minutes West approximately 186.63 feet to a point on the said southerly side of the National Pike; thence with the said southerly side of the National Pike (4) North 75 degrees 30 minutes East 50 feet to the place of beginning; excepting, however, from the above described property that portion which was conveyed to Paul C. Owens et al. by Harold L. Price et ux, et al. by deed dated June 15, 1950, recorded in Liber 229, folio 490, one of the Land Records of Allegany County, Maryland.

The above described property is subject to a Deed of Easement from Harold L. Price et ux. et al. to Paul C. Owens et al., dated June 15, 1950, and recorded in Liber 229, folio 492, one of the aforesaid Land Records.

PARCEL NO. 2: All the following parcel of land located on the southerly side of the National Pike about five miles West of the City of Cumberland, and which is more particularly described as follows, to-wit:

BEGINNING at the end of the tenth line of the deed from George E. Baughman et ux. to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

It being the same property conveyed to the parties of the first part by Merle J. Kline and Gelda M. Kline, his wife, by deed dated the 19th day of March, 1952, and recorded among the Land Records of Allegany County, Maryland in Liber No. _____,

folio _____.

TOGETHER with the buildinge and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney, or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the

time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagors or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Harold L. Price (SEAL)
Harold L. Price

H. C. Sandix

Mary Jo Price (SEAL)
Mary Jo Price

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HAROLD L. PRICE and MARY JOE PRICE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within



mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

W. A. Helmick
Notary Public
My Commission expires May 2, 1955

*Witnessed &
Signed at N. Liberty City
This 2nd day of May 1953*

FILED AND RECORDED MAY: 12th 1953 at 10:20 A.M.

This Mortgage. Made this 11th day of May,
in the year Nineteen Hundred and Fifty Four, by and between

George L. Walsh and Lelia E. Walsh, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and



John R. Treiber and Sarah R. Treiber, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted to the said John R. Treiber and Sarah R. Treiber, his wife, as tenants by the entireties, in the full and just sum of Eight Hundred (\$800.00) Dollars for which they have given their promissory note of even date herewith payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars, interest to be calculated every six months on the principal due at the beginning of such six months, all payments made during said period to be then applied first to interest and then to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated, lying and being on the Northerly side of Elder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 146, on the Plat of the Humbird Land and Improvement Company of Cumberland, Maryland, which is recorded in the back of Liber 73, one of the Land Records of said County, and particularly described as follows:

Beginning at the North side of Elder Street at the end of the first line of Lot No. 144, and running thence with said Street, South $53\frac{1}{2}$ degrees East 30 feet; then North $36\frac{1}{2}$ degrees East 125 feet to an alley; and with it, North $53\frac{1}{2}$ degrees West 30 feet to the end of the second line of Lot No. 144; and with it reversed South $36\frac{1}{2}$ degrees West 125 feet to the beginning.

Being the same property conveyed by William C. Soulsby et al to the said George L. Welsh et ux by deed dated October 9, 1950, and recorded in Liber No. 231, folio 233, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of

Eight Hundred (\$800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, as herein provided, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagees or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
- - - - - Eight Hundred (\$800.00) - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Yvonne J. Hunsicker George L. Welsh [SEAL]
Yvonne J. Hunsicker Lelia E. Welsh [SEAL]
George L. Welsh
Lelia E. Welsh

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 11th day of May,

in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George L. Welsh and Lelia E. Welsh, his wife,

and acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Wilbur V. Wilson, Agent of

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage was true and bona fide as therein set forth, and that he is Agent for the said
mortgagee and duly authorized by them to make this affidavit.

Witness my hand and Notarial Seal the day and year aforesaid.



Yvonne J. Hunsicker
Notary Public

*Compared and Mailed
To Shafter Copper Co.
10 Kruke Sh. Co.
May 24, 1954*

LIBER 304 PAGE 382

FILED AND RECORDED MAY 12th 1954 at 10:20 A.M.

THIS AGREEMENT, Made this 10 day of May, 1954, by and between RUSSELL A. PRICE and HELEN B. PRICE, his wife, of Allegany County, Maryland, parties of the first part, and HAROLD L. PRICE and MARY JO PRICE, his wife, of Allegany County, Maryland, parties of the second part, WITNESSETH:

WHEREAS, The said parties of the second part are the owners of two certain parcels of property in Election District No. 29, Allegany County, Maryland, which said properties are subject, first, to the lien of a mortgage dated March 19, 1952, from said parties to The First National Bank of Cumberland, of record in Mortgage Liber 259, folio 533; and, second, to a lien of a mortgage dated November 17, 1953, from said second parties to Russell A. Price and Helen B. Price, his wife, of record in Mortgage Liber 301, folio 504; and

WHEREAS, The said Harold L. Price and Mary Jo Price, his wife, desire to make certain financial arrangements with said The First National Bank of Cumberland, whose said mortgage is a Purchase Money Mortgage and the first lien on their said properties in LaVale, Maryland, and the said Russell A. Price and Helen B. Price, his wife, have agreed to subordinate the lien of their mortgage of November 17, 1954 to that of a proposed new mortgage to The First National Bank of Cumberland:

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby covenant and agree to subordinate the lien of their mortgage dated November 17, 1953, of record in Mortgage Liber 301, folio 504, to that of a certain proposed mortgage to be made by Harold L. Price and Mary Jo Price, his wife, to The First National Bank of Cumberland, but said waiver shall be limited to and exist only in favor of said The First National Bank of Cumberland, being intended to constitute said proposed mortgage, when executed, as the first lien against said properties, and giving position to the mortgage of November 17, 1953 as the second lien against said property.

And it is further covenanted and agreed that this Agreement is made for the purpose of inducing said The First National Bank of Cumberland to make said proposed mortgage loan, and is a third party beneficiary contract, upon which said The First National Bank of Cumberland shall have the right to require

specific performance, or take any other action at law, or in equity, to protect its interests.

WITNESS the hands and seals of the parties.

Russell A. Price (SEAL)
Russell A. Price

Helen B. Price (SEAL)
Helen B. Price

WITNESS as to all:

Harold L. Price (SEAL)
Harold L. Price

Elen R. Chappell Mary Jo Price (SEAL)
STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10 day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RUSSELL A. PRICE and HELEN B. PRICE, his wife, and HAROLD L. PRICE and MARY JO PRICE, his wife, and each acknowledged the foregoing Agreement to be their respective act and deed.

WITNESS my hand and Notarial Seal.



Elen R. Chappell
Notary Public

Given under my hand and seal of office
in the City of
May 10, 1954

FILED AND RECORDED MAY 13th 1954 at 8:30 A.M.

This Mortgage, Made this 13th day of May
in the year Nineteen Hundred and Fifty - FOUR

ELOISE C. BROWNE (widow)



of Allegany County, in the State of Maryland

party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars, this day loaned the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part, in payments of not less than Fifty-five (\$55.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~hereunto~~ assigns, the following property, to-wit:

ALL that lot or parcel of land known and designated as Nos. 426- 428 Greene Street, Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at a stake on the Southerly side of Greene Street distant South 82 degrees 35 minutes East 60 feet from the Southeast intersection of Green Street and Allegany Street, and continuing thence with the Southerly side of said Greene Street South 82 degrees 35 minutes East 41.5 feet to a point at the end of a concrete wall or curb, thence at a right angle to said Green Street South 7 degrees 25 minutes West 100 feet to a stake, thence North 82 degrees 35 minutes West 41.5 feet, thence North 7 degrees 25 minutes East 100 feet to the beginning.

Subject to a reservation to former owners, running with the land, for a drainage ditch along the Southern and Western lines of the property, and

BEING the same land which was conveyed to the party of the first part by Anna M. Lippold (widow), by deed dated February 7, 1947, and recorded among the Land Records of Allegany County in Liber No. 213, folio 413.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part,

her heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of

Five Thousand (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee her representatives, heirs or assigns.


And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagee

Attest:



 [SEAL]
ELOISE C. BROWNE

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 13th day of May in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ELOISE C. BROWNE (widow)

and acknowledged the foregoing mortgage to be her

act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration in
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph F. Seaton
Notary Public.



Compared and *seen* to *correct*
To *Mt. Airy City*
May 24 1954

FILED AND RECORDED MAY 13th 1954 at 3:10 P.M.

This Mortgage, Made this 13th day of
May in the year nineteen hundred and fifty-four, by and between

Ralph E. Woolard and Wilma C. Woolard, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Ralph E. Woolard and Wilma C. Woolard, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Nineteen Hundred (\$1900.00) ----- Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and to
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Ralph E. Woolard and Wilma C. Woolard, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the City
of Cumberland, Allegany County, Maryland, at the corner of German
(now called Bond) and Knox Streets and particularly described as fol-
lows, to-wit:

BEGINNING for the same at the corner formed by the
Northern side of Knox Street with the Eastern side of German Street
(now called Bond Street) and running thence with German Street (now
called Bond Street), North 60-3/4 degrees West 50 feet to the Weigle
property, and with it, North 29 1/2 degrees East 40 feet, then across the
whole lot, South 60-3/4 degrees East 50 feet to Knox Street, and with
it, South 29 1/2 degrees West 40 feet to the place of beginning.

It being the same property which was conveyed unto the
said Mortgagors by George R. Hughes, Trustee, by deed dated the 21st
day of May, 1952, and recorded in Liber No. 241, folio 141, one of the
Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Nineteen Hundred (\$1900.00) - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January
session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to
be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
and all public charges and assessments when legally demandable; and it is further agreed that in
case of default in said mortgage the rents and profits of said property are hereby assigned to the
mortgagee as additional security, and the mortgagor also consents to the immediate appointment
of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then
the entire mortgage debt intended to be hereby secured shall at once become due and payable, and
these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its
successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or
agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby
mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms
of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the
day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to
apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums
of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or
making said sale, and in case said property is advertised, under the power herein contained, and
no sale thereof made, then in that event the party so advertising shall be paid all expenses incurred

and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nineteen Hundred (\$1900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ralph E. Woolard (SEAL)
Ralph E. Woolard

Emergence Smith

Wilma C. Woolard (SEAL)
Wilma C. Woolard

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ralph E. Woolard and Wilma C. Woolard, his wife, and each, acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Georgiebert
Notary Public



PURCHASE MONEY

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Irentis M. Parsons and Wilda S. Parsons, his wife.

WITNESSETH:

By the payment of Thirty-seven & 37/100 - - - - - (\$37.37) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

All those lots, pieces or parcels of ground lying and being on the easterly side of Eastern Avenue known and designated as Lots Nos. 247 and 248 in the Cumberland Improvement Company's Eastern Addition to Cumberland, Allegany County, Maryland, the plat of which said addition is recorded in Liber 117, folio 730 one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Being the same property which was conveyed unto the parties of the first part by deed of Amny Rice dated April 13, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lenge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Eight Hundred Eighty-five & 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of

any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William H. Homan

Prentis M. Parsons (SEAL)
Prentis M. Parsons
Wilda S. Parsons (SEAL)
Wilda S. Parsons

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of May
in the year nineteen hundred and ~~twenty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Prentis M. Parsons and Wilda S. Parsons, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George H. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.



Witness my hand and Notarial Seal this day and year aforesaid.

George H. Legge
Notary Public

FORGOTTEN AND PAID
Mortgage Frostburg Md
May 27 1954

LEER 304 PAGE 392

FILED AND RECORDED MAY 13 1954 at 8:30 A.M.

THIS MORTGAGE, Made this _____ day of _____, 19____ by and between _____ of _____, in the State of Maryland, Mortgagor _____, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor _____ justly indebted unto the Mortgagee in the full and just sum of _____ \$ _____ which is to be repaid in _____ consecutive monthly installments of \$ _____ each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW THIS MORTGAGE WITNESSETH That in consideration of the promises and of the sum of One Dollar, the said Mortgagor _____ do grant assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in _____ known as _____

and more fully described in a Deed from _____ dated _____ to be recorded in the _____ of _____

TOGETHER with the building and improvements thereupon and the rights, alleys ways waters, privileges appurtenances and other things thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor _____ his executors, administrators or assigns, do _____ and shall pay or cause to be paid to the said Mortgagee its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do _____ and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor _____ may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor _____ hereby covenants to pay when legally demandable.

AND, the said Mortgagor _____ further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable and the Mortgagee, its successors or assigns, or Albert A. Douh, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not, and as to the balance, to pay it over to the Mortgagor _____ heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor _____ representatives.

WITNESS _____ hand _____ and seal _____
ATTEST: _____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:
I HEREBY CERTIFY, That on this _____ day of _____, 19____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____

the Mortgagor _____ the foregoing mortgage and _____ acknowledged the foregoing mortgage to be _____ act. At the _____ WILLIAM S. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and correct.



_____ Notary Public
ALLEGANY COUNTY, MARYLAND

FILED AND RECORDED MAY 14 1954 at 2:20 P.M.

This Mortgage. Made this 13th day of May in theyear Nineteen Hundred and ~~Forty~~ Fifty Four by and betweenThomas S. Blair and Betty L. Blair, his wife,of Allegany County, in the State of Maryland,part 1st of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Ten thousand (\$10,000.00) Dollars,which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:By the payment of One Hundred Six and 7/100 (\$106.07) Dollars, or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall have been paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied on the mortgage in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, and (3) to the payment of all insurance premiums and other charges affecting the hereinafter described premises; and (4) towards the payment of the above said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.**Now Therefore**, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land, now in lot No. 10 of a series of lots laid out by The Consolidation Coal Company situate in Section District No. 74, lying and being on the northerly side of Washington Street, extended, in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows (true meridian courses and horizontal distances being used thereunto):

Beginning for the same at a stake standing at the end of the third line of the second parcel of land conveyed by The Consolidation Coal Company to the Board of Education of Allegany County, Maryland, by deed dated May 25, 1943, and recorded in Liber No. 197, folio 52 of the Land Records of Allegany County, Maryland, said beginning stake being also on the northerly limits of Washington Street, extended, and running then with the northerly limits of said street North 63 degrees 15 minutes East 50 feet to a stake standing at the end of the first line of a parcel of land conveyed by the Allegany Coal and Coke Company to Robert S. Hotfelty and Marguerite E. Hotfelty, his wife, by deed dated September 8, 1943, and recorded in Liber No. 197, folio 297 among said Land Records, then reversing said first line North 26 degrees 45 minutes East 160 feet to an alley, then with said alley South 63 degrees 15 minutes East 50 feet to a stake, and then South 26 degrees 45 minutes West 160 feet to the beginning, containing .184 of an acre, more or less.

the same property, which was conveyed unto the parties of the first part, to-wit: John D. Harrel, and his wife, J. Harrel, his wife, by Deed, 1874, and recorded upon the land records of Maryland in Book No. 258, folio 302.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagee's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time to cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is also agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and maintenance of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagee hereby warrant, covenant, and covenant with the said mortgagee that the above described property is hereby as heretofore stated and that a perfect fee simple title is conveyed hereunto free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George L. Lutz, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor or their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided: (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor:

Attest:

William H. Harman

(SEAL)

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of

in the year nineteen hundred and ~~forty~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Thomas J. Blair and Lettie J. Blair, his wife,
the said mortgagor herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared *George W. Hanna,*
Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



by hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED MAY 14" 1934 at 2:30 P.M.

This Mortgage, Made this _____ day of _____
in the year nineteen hundred and _____, by and between.

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **The Liberty Trust Company**, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

stand indebted unto the said **The Liberty Trust Company** in the just and full sum of
two hundred thirty two dollars and twenty cents (\$232.20) Dollars,
payable to the order of the said **The Liberty Trust Company**, one year after date with interest from
date at the rate of five per centum per annum, payable quarterly as it accrues,
at the office of **The Liberty Trust Company** in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on October 1st.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Myron E. Buccows and Helen E. Buccows, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land known as Lot No. 54 of the Sub-division of the Schlund Estate, in the City of Cumberland, Allegany County, State of Maryland, which said Lot No. 54 is described as follows, to-wit:

BEGINNING for the same at a point along the Northeast-
erly side of an unnamed street at the end of the second line of Lot No.
2 of aforesaid Schlund's Addition, which said Lot No. 5 was conveyed by
Walter P. Schlund, Executors, et al, to Thomas Maus, et ux, by deed
dated July 13, 1931, and recorded among the Land Records of Allegany
County, Maryland, in Liber 166, folio 98, and running thence along and
with the Northeasterly side of said unnamed street, North 27 degrees
West 15 feet, thence still with said street, North 52 degrees 15 min-
utes West 42 feet, thence at right angles to said street, North 37 de-
grees 45 minutes East 160 feet, thence parallel to aforesaid street,
South 52 degrees 15 minutes East 134 feet to the rear line of Lot No.
3 belonging to George E. Button (1941), thence with the rear lines of
lots 3, 4 and 5, South 68 degrees 25 minutes West 183.9 feet to the
place of beginning. Said unnamed Street is now referred to as Edward
Avenue.

It being the same property which was conveyed unto the said Mortgagors (as V.E. Burrows and Helen E. Burrows, his wife), by John W. Stark, et ux, by deed dated July 1, 1941, and recorded in Liber 190, folio 444, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of ^{TWO}~~XXX~~ Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George B. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

^{TWO}~~XXX~~ Hundred Fifty (^{\$1,250.00}~~\$4250.00~~) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And It is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

LIBER 304 399

ATTEST:

Thos E Burrows (SEAL)

John E. Burrows (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this day of in the year nineteen
hundred and before me, the subscriber, a Notary Public of the
State of Maryland in and for the county aforesaid, personally appeared

and acknowledged, the foregoing mortgage to be act and
deed; and at the same time, before me, also personally appeared
President of The Liberty Trust Company, the within named mortgagee and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
said in like manner, make oath that he is the President, and agent or attorney for said
company and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year
above written.

Notary Public

Compared and sworn
to by *Wm. H. Legges Atty Atty*
May 24 1954

FILED AND RECORDED MAY 14 1954 at 2:20 P.M.

SUBORDINATION OF MORTGAGE

This subordination of mortgage made this 11th day of May, 1954, by
the Board of Missions and Church Extension of the Baltimore Annual Conference
of the Methodist Church, a body corporate, duly organized and existing under
the laws of the State of Maryland, party of the first part, and First Federal
Savings and Loan Association of Cumberland, a corporation, incorporated under
the laws of the United States of America, party of the second part.

Whereas, the party of the first part is the holder of a mortgage
from the LaVale Methodist Church, a body corporate, of the State of Maryland
dated the 21st day of August, 1951 and recorded among the Mortgage Records of
Allegany County, Maryland in Liber 274, folio 348 upon the property therein de-

scribed to secure the sum of \$11,500.00 as by reference to said mortgage will now fully appear as security to said Board of Missions and Church Extension of the Baltimore Annual Conference of the Methodist Church.

Whereas, the said LaVale Methodist Church is the owner of the property described in said mortgage dated August 21, 1914, to secure the sum of \$11,500.00 and interest thereon, to the Board of Missions and Church Extension of the Methodist Church and has released the part of the first part to said mortgage and waive the priority of the lien of said mortgage in favor of the mortgage of the first part, dated the 14th day of May, 1924, which the said party of the first part has consented to do.

Now, therefore, this subordination of mortgage, BE IT SETTLED:

That for and in consideration of the premises and the sum of one dollar this day paid by the said LaVale Methodist Church of Allegany County, Maryland to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby waive the priority of the lien of its mortgage recorded as aforesaid, for \$11,500.00 and interest thereon in favor of a mortgage for \$50,000.00 dated May 14th, 1924, and recorded prior hereto from the said LaVale Methodist Church of Allegany County, Maryland, to the party of the second part hereto on property described in the said mortgage to the party of the first part, being located in LaVale, Allegany County, Maryland, and described as Lots Nos. 1, 2, 3, 4 and 7.

All those lots, pieces or parcels of land situate, lying and being in Lion's National Highway Third Addition, LaVale, Allegany County, Maryland designated as Lots Nos. 1, 2, 3, 4 and 7, which said lots are more particularly described as follows, to-wit:

Lots Nos. 1, 2, 3 and 4:

Beginning at a peg on the North side of the National Highway at the intersection of said Highway with the East side of Woodlawn Avenue; and running then with said Highway, North 43 degrees 35 minutes East 200 feet; then North 46 degrees 30 minutes West 200 feet to an alley; then with said alley, South 43 degrees 35 minutes West 200 feet to the easterly side of Woodlawn Avenue; and then with said Avenue, South 46 degrees 30 minutes East 200 feet to the place of beginning.

Lot No. 7:

Beginning at a peg on the east side of Woodlawn Avenue at the intersection of said Avenue with the North side of an alley; and running then with said Avenue, North 46 degrees 30 minutes West 50 feet; then North 43 degrees 45 minutes East 100 feet; then South 46 degrees 30 minutes East 49.6 feet to said alley; and with said alley South 43 degrees 35 minutes West 100 feet to the beginning.

Being the same property which was conveyed unto the LaVale Methodist Church, Inc. by two deeds of Myrtle A. Long dated February 15, 1948, recorded in Liber 218, folio 667, and Liber 219, folio 670 . . . any County Land records.

It is the intent that as between the party of the first part, its heirs and assigns, and the said party of the second part, its successors and assigns, the aforesaid mortgage for \$50,000.00 shall be a prior lien to the mortgage held by the party of the first part with all the rights and remedies of a first and paramount lien, especially as to principal and interest and income thereon, in the event of the total or partial destruction of the premises by fire or other casualty, fire notwithstanding the date of the mortgage and mortgage for \$50,000.00 to the party of the second part and the party of the first part.

In testimony whereof, the Board of Missions and Church Extension of the Baltimore Annual Conference of the Methodist Church has caused these presents to be signed in its name by E. Cranston Riffin, its president, and its Secretary, and the seal hereunto affixed, the day and year above written.



E. Cranston Riffin
President
J. E. Riffin
Secretary

TO HAVE: Baltimore TO-WIT:
BY: E. Cranston Riffin

I HEREBY CERTIFY, that on this 11th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared E. Cranston Riffin, resident of the Baltimore Annual Conference of the Methodist Church, and acknowledged the foregoing subscription to be the act.



Witness my hand and Notarial Seal the day and year first above written.
Edward P. Riffin
Notary Public

MY COMMISSION EXPIRES MAY 2, 1965

FILED AND RECORDED MAY 14 1954 at 2:10 P.M.

This Mortgage, Made this 14th day of May
in the year Nineteen Hundred and Fifty 1954, by and between

John F. Walsh and his wife, Mary F. Walsh,

of Allegany County, in the State of Maryland

of the first part, and

Allegany County, Maryland

of Allegany County, in the State of Maryland

of the second part, WITNESSETH:

Whereas, *John F. Walsh and his wife, Mary F. Walsh,* are the owners and holders of the sum of One Thousand Dollars (\$1,000.00) in the form of a promissory note, bearing date of May 14, 1954, and which said note is payable to the order of *Allegany County, Maryland*, and which said note is secured by a mortgage on certain lots, pieces or parcels of land situated on Lexington Avenue, Cumberland, Maryland, and known and distinguished as Lots Nos. 35, 36 and 37 in "Walsh's Addition to South Cumberland, Md.," a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, in Plat Case, Box 98, and which said lots front approximately thirty-two and five sixths feet each on Lexington Avenue, and each extends back an even width a distance of approximately one hundred and twenty feet an alley, and which said lots are more particularly described as follows:

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its

successors, and assigns, the following property, to-wit:

All those lots, pieces or parcels of land situated on Lexington Avenue, Cumberland, Maryland, and known and distinguished as Lots Nos. 35, 36 and 37 in "Walsh's Addition to South Cumberland, Md.," a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, in Plat Case, Box 98, and which said lots front approximately thirty-two and five sixths feet each on Lexington Avenue, and each extends back an even width a distance of approximately one hundred and twenty feet an alley, and which said lots are more particularly

...description of the lots in, also's
...the aforesaid land records in Liber 28,
...1883, 40.

...by William C. Aldrich, Trustee, to
...the lot in the lot 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, its
executor or administrator or assigns, the aforesaid sum of

-----The sum of \$10,000.00 (Ten thousand dollars)-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its
successors

~~and assigns, or~~ Wilbur V. Wilson
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

assured or not; and as to the balance, to pay it over to the said heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, representatives, heirs or assigns.

And the said

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to come to the benefit of the mortgagee, heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

James M. Asbury [SEAL]
George H. Bunker [SEAL]
North Bunker [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on the 14th day of August, in the year nineteen Hundred and Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George H. Bunker, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John J. Robinson, Vice President of The Liberty Trust Company, Trustee under the will of Myrtle D. Clingermons, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Vice President of said company and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

James M. Asbury
Notary Public.

For value received, The Liberty Trust Company, Cumberland Maryland, Trustee under the will of Myrtle D. Clingermons, deceased, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Maryland by its Vice President, and its Corporate seal duly attested by its Assistant Secretary, this 2nd day of August, 1954.
(Corporate Seal)
Attest: Hugh D. Spiree
Assistant Secretary
The Liberty Trust Company
of Cumberland, Maryland
By: John J. Robinson
Vice President.
8-3-54

Compared an *Exec* 6
To *Geo. H. Lippert City*
May 24 1954

LIBER 304 PAGE 404

FILED AND RECORDED MAY 14" 1954 at 8:30 A.M.

This Mortgage. Made this *13th* day of *May*
in the year Nineteen Hundred and Fifty-Four, by and between

William H. Slider and Catherine A. Slider, his wife,
of *Allegany County*, in the State of *Maryland*

part of the first part, hereinafter called mortgagor, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of *SEVENTY TWO HUNDRED FORTY ONE DOLLARS & NO CENTS* Dollars, which said sum the mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent. (6%) per annum, in the manner following:

By the payments of *SIXTY (60.00)* Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: Parcel of land situated in City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:
Part of Lot No. 11 and East of Lot No. 12 of Block

167 of Johnson Heights Addition as shown on map, plat case No. 130.

Beginning for the same at an iron pipe stake standing on the Easterly side of Ridgewood Avenue, said stake stands North 2 degrees 51 minutes East 167 feet from the Northeasterly intersection of Cecil Street with Ridgewood Avenue, and continuing thence with the Easterly side of Ridgewood Avenue, North 2 degrees 51 minutes East 75 feet to an iron pipe stake, thence at right angles to Ridgewood Avenue, South 87 degrees 9 minutes East 185 feet to the Westerly side of a 15 foot alley, thence with said alley South 8 degrees 51 degrees West 38 feet to an iron pipe stake, thence North 87 degrees 9 minutes West 185 feet to the BEGINNING.

This being the same property which was conveyed by Clyde S. Slider and Catherine A. Slider, his wife, unto the said

U.S. Forest Service and William C. Fisher, his wife, by deed dated March 17, 1941, the Government owns the land described in many County, Maryland, Tax Map 1942, Folio 134.

The above described property is presently improved by a 1400 sq. ft. brick building of six rooms and bath, with a gas-fired forced air heating system and asphalt shingled roof.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor^s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power: but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

And the said mortgagor, its heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of EIGHTY-TWO THOUSAND THIRTY-ONE DOLLARS & NINE CENTS

Butter

in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable with and in the same manner as the said principal debt; (4) to permit, suffer or suffer to waste, impairment or deterioration of said property, or any part thereof, and to keep the buildings on said property in good condition or to repair the same; (5) to keep the mortgagee advised of the immediate repair of said buildings or an increase in the value of the same; (6) to accept with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the obligation to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (7) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor,

Attest:

Rosalie A. Crabtree

Charles A. Keech (SEAL)

Vivian C. Keech (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 13th day of May

in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles A. Keech and Vivian C. Keech, his wife,

the said mortgagor herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney at Law for the within named mortgagee and made oath in due form of law, that the consideration for said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree

Notary Public.

524
 10 Geo. H. Legg Atty City
 May 24 1954

FILED AND RECORDED MAY 14 1954 at 2:20 P.M.

This Mortgage.

Made this 14th day of May in the year Nineteen Hundred and ~~Forty~~ Fifty-four by and between LaVale Methodist Church, a Maryland corporation, and Quinter H. Fike, David P. Goodfellow, Louis V. J. [unclear], C. O. [unclear], H. E. [unclear] and [unclear] Shinnamon and [unclear] [unclear] constituting the Board of Trustees of the LaVale Methodist Church, a Maryland corporation, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Fifty Thousand & 00/100 - - - - - (\$50,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof at the date of 4 1/2 per cent. per annum, in the manner following:

By the payment of Three Hundred Eighty-two & 50/100 - - (\$382.50) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied to the mortgage in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description; and (3) to the payment of all fire and tornado insurance premiums and other charges affecting the hereinafter described premises; and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of land situate, lying and being in Long's National Highway Third Addition, LaVale, Allegany County, Maryland, designated as Lots Nos. 1, 2, 3, 4 and 7, which said lots are more particularly described as follows, to-wit:

Lots Nos. 1, 2, 3 and 4:

Beginning at a peg on the North side of the National Highway at the intersection of said Highway with the East side of Woodlawn Avenue; and running then with said Highway, North 43 degrees 35 minutes East 200 feet; then North 46 degrees 30 minutes West 200 feet to an alley; then with said alley, South 43 degrees 35 minutes West 200 feet to the easterly side of Woodlawn Avenue; and then with said Avenue, South 46 degrees 30 minutes East 200 feet to the place of beginning.

Lot No. 7:

Beginning at a peg on the east side of Woodlawn Avenue at the intersection of said Avenue with the North side of an alley; and running then with said Avenue, North 46 degrees 30 minutes West 50 feet; then North 43 degrees 45 minutes East 100 feet; then South 46 degrees 30 minutes East 49.6 feet to said alley; and with said alley South 43 degrees 35 minutes West 100 feet to the beginning.

The parties of the first part do hereby grant unto the party of the second part, its successors and assigns, the full and free right to use a sewer running

along National Highway and Woodlawn Avenue in connection with their use and occupancy of the property hereinbefore conveyed.

Being the same property which was conveyed unto the LaVale Methodist Church, Inc. by two deeds of Myrtle A. Long dated February 16, 1948, recorded in Liber 219, folio 667, and Liber 219, folio 670 Allegany County Land Records.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the condition of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor's hereby warrant, generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor's their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor's may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor's hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor's their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's their representatives, heirs or assigns.

And the said mortgagor's, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Thousand & 00/100 - - - - (\$50,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor's, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor's, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any

Witness, the hand and seal of the said mortgagor.

[illegible]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this _____ day of _____

In the year nineteen hundred and ~~forty~~ fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared David L. Goodfellow, resident of LaVale Methodist Church, a Maryland corporation, and he acknowledged the foregoing instrument of writing to be its corporate act, and also personally appeared David L. Goodfellow, President of said corporation, and ~~they~~ he constituting the Board of Directors of said corporation, and ~~they~~ he acknowledged the said mortgage herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George A. Lege, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due ~~form~~ form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESSETH my hand and Notarial Seal the day and year aforesaid.

Notary Public

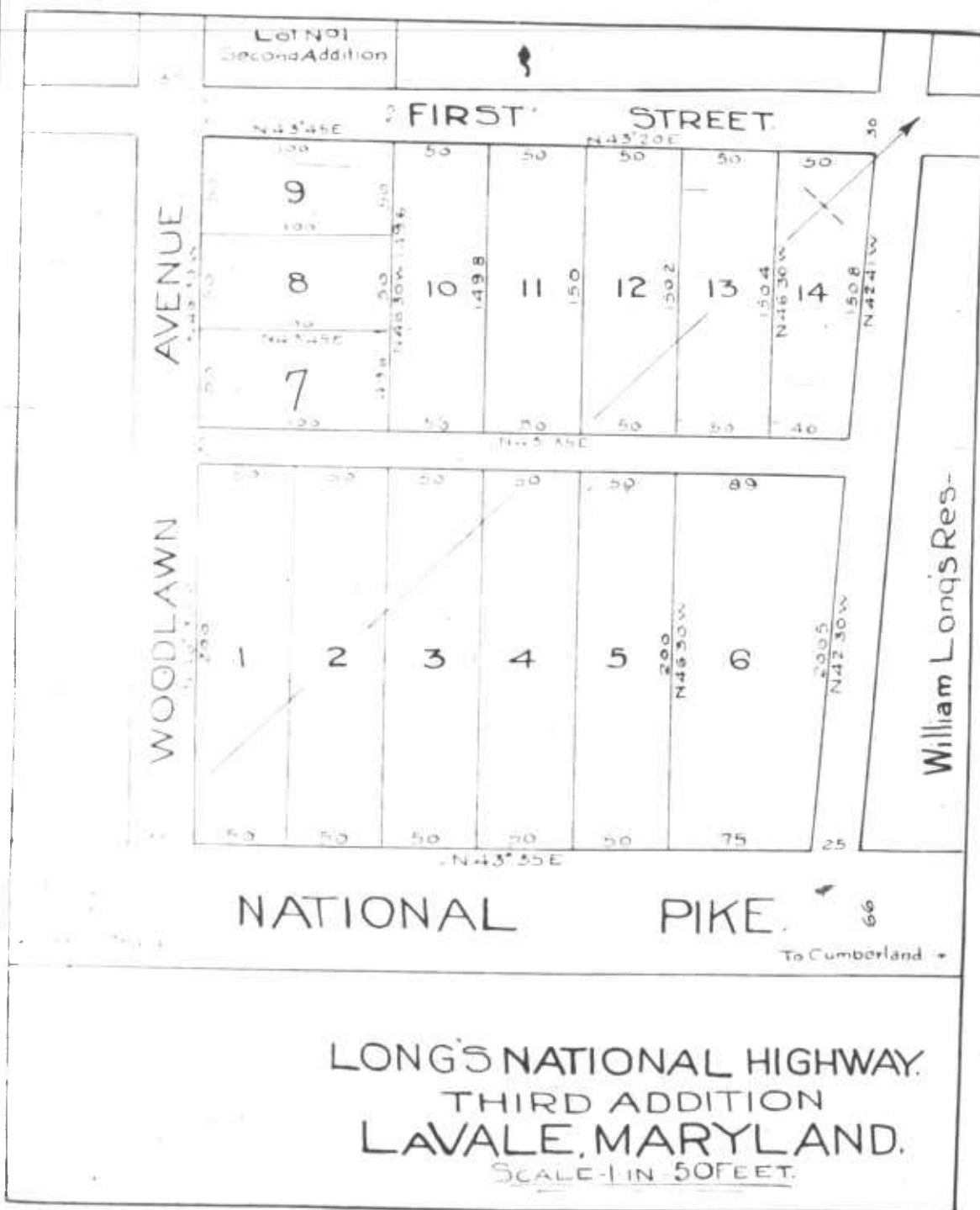
STATE OF MARYLAND
ALLEGANY COUNTY TO-WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared J. D. Paddleford, Coyle H. O'Neal, Floyd V. Cozad, Harry G. _____ and W. Ardell Haines _____, _____ Sr. and William R. Welsh/ consisting part of the Trustees of the LaVale

1672 304 PRD 410



Handwritten signature
Wm. L. Long



Compared and Mailed ~~Revised~~ 5
To Mtge Oldtown Md
May 24 1954

FILED AND RECORDED MAY 14 1954 at 2:30 P.M.

THIS MORTGAGE, Made this 11th day of May, in the year
 Nineteen Hundred and Fifty-Four, by and between Edwin H. Ambrose
 and Mary E. Ambrose, his wife, of Washington in the District of
 Columbia, but temporarily in Allegany County, in the State of
 Maryland, hereinafter called Mortgagors, parties of the first
 part, and George P. Davis and Miranda J. Davis, his wife, of
 Allegany County, in the State of Maryland, hereinafter called
 Mortgagees, parties of the second part, witnesses:

WHEREAS, the said Mortgagors are past and come time
 indebted unto the said Mortgagees in the full sum of Sixteen
 Thousand Five Hundred (\$16,500.00) Dollars, together with the
 interest thereon at the rate of Four per centum (4%) per annum,
 said interest is payable semi-annually at the rate aforesaid. In
 addition to the payment of the interest as herein provided, the
 said Mortgagors hereby covenant and agree to make a payment on the
 principal indebtedness of not less than Two Thousand (\$2,000.00)
 Dollars at the expiration of six months from the date of this
 Mortgage, then beginning three years from the date of this Mortgage,
 the said Mortgagors agree to pay not less than Five Hundred
 (\$500.00) Dollars on account of the principal indebtedness at each
 six-month period, paying, of course, in the meantime the interest
 thereon semi-annually at the rate aforesaid.

This Mortgage is executed to secure part of the purchase
 money for the property herein described and conveyed and is,
 therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this Mortgage witnesseth that, in con-
 sideration of the premises and the sum of One Dollar (\$1.00) in
 hand paid, the said Mortgagors do hereby bargain and sell, give,

grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", and more particularly described as follows:

BEGINNING for the same at a stake standing at the high water level on the East Bank of Town Creek, said stake stands also at the end of a reference line drawn South $23\frac{1}{2}$ degrees East 313 feet from the end of the first line of a deed from Wilbert Lepley, et ux, et al, to Clarence T. Porter, et ux, et al, dated September 21, 1951, and recorded among the Land Records of Allegany County, Maryland, and running thence North $23\frac{1}{2}$ degrees West 149 feet to a stake; thence North 39 degrees East 142 feet to a stake; thence South 2 degrees East 148 feet to a stake; thence South 32 degrees West 142 feet to the place of beginning; containing one-half acre.

Also: All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as part of "Kelley's Resurvey on New Cumnock" and more particularly described as follows:

PART 2: BEGINNING for the same at a stake standing beside two Red Elm saplings on the East bank of Town Creek at a point 60 feet below 'Butt Ring Rock' and at the end of 356 feet on the 4th line of the original tract known as "Kelley's Resurvey on New Cumnock" originally surveyed by John Schaidt, Surveyor of Allegany County, Maryland, on December 5, 1885; said point of beginning being also at the end of the 63rd line of a certain 546.7-acre tract (a part of Kelley's Resurvey on New Cumnock) which was conveyed by Wilbert Lepley, et ux, et al, to George P. Davis, et ux, by deed dated December 9, 1950, and recorded in Liber 287, folio 363, one of the Land Records of Allegany County, Maryland, and running thence reversing the 63rd, 62nd, 61st, 60th, 59th, 58th, 57th, 56th, 55th, 54th, 53rd, 52nd, 51st, 50th, 49th, and part of the 48th lines thereof, as follows:

(1) North $27\frac{1}{2}$ degrees West 295 feet; (2) North 46 degrees West 306 feet, (3) North 73 degrees West 250 feet, (4) North $64\frac{1}{2}$ degrees West 500 feet, (5) North 69 degrees West 400 feet, (6) North $66\frac{1}{2}$ degrees West 290 feet, (7) North 88 degrees West 157 feet to the sharp curve on said Town Creek near a rock cliff, (8) still with Town Creek, North 33 degrees East 438 feet, (9) North

34 degrees East 490 feet, (17) North 51 degrees East 427 feet,
 (18) North 77 1/2 degrees East 150 feet, (19) North 44 degrees East
 41 feet, (20) North 16 degrees East 46 feet, (21) North 28 1/2
 degrees West 45 feet, (22) North 18 degrees West 11 feet to the
 3rd line of land on Town Creek, (23) North 68 degrees
 East 105 feet to the point of termination of a certain line from
 Robert P. Davis, et al, and from Wilbur Lepay, et al, et al,
 to the Wilmington, Del., et al, et al, dated September 1, 1877,
 and recorded in Liber 28, folio 10, among the above-mentioned
 records and running thence and reverting the 4th, 5th and 6th
 lines thereof; (24) North 48 degrees East 44 feet, (25) North
 48 degrees West 14 feet, (26) South 48 degrees West 14 feet to Town
 Creek, (27) thence by Town Creek, North 5 degrees West 72 feet
 to the beginning point of a piece of land conveyed by Wilbur
 Lepay, et al, et al, to Clarence T. Fowler, et al, et al, by
 deed dated the 31st day of September, 1877, and recorded in Liber
 28, folio 54 among the aforesaid and records, said point being
 also at the end of the 4th line of the heretofore mentioned
 54 1/2-acre tract conveyed to George P. Davis, et al, by deed dated
 and recorded as aforesaid; thence reverting the 7th, 8th, 9th,
 4th, 12th, 13th, 17th, 36th, 45th, 46th, 47th, 48th, 49th, 50th and 51st
 lines of said portion of the whole tract as follows: (1) North
 14 degrees East 174 feet, (22) North 1 1/2 degrees East 50 feet,
 (23) North 3 degrees East 400 feet, (24) North 2 degrees East
 150 feet, (25) North 1 1/2 degrees East 150 feet, (26) North 28 1/2 de-
 grees East 450 feet, (27) North 53 1/2 degrees East 120 feet, (28)
 North 13 1/2 degrees East 128 feet, (29) North 6 degrees East 239
 feet, (30) North 7 1/2 degrees East 120 feet, (31) North 28 1/2 de-
 grees East 215 feet, (32) South 68 degrees East 198 feet, (33)
 South 54 1/2 degrees East 241 feet to a clump of Sycamore saplings
 on the South bank of Town Creek; (34) South 28 1/2 degrees East 250
 feet, more or less, to a Red Sugar sapling on the South Bank of
 Town Creek; (35) thence crossing said creek, South 83 degrees
 East 200 feet, more or less, to the end of the 29th line of the
 original tract, known as "Kelley's Resurvey on New Cumnock", (36)
 thence by the 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th,
 39th, 40th, 41st and 42nd lines thereof as follows: South 47 1/2 de-
 grees East 470 feet, (37) South 23 1/4 degrees East 1072.5 feet, (38)
 South 69 1/4 degrees East 1221 feet, (39) North 27-3/4 degrees East
 66 feet, (40) South 83-3/4 degrees East 239 feet, (41) South 44 1/2
 degrees East 1493 feet, (42) South 64 1/2 degrees West 82.5 feet,
 (43) South 18-3/4 degrees West 1221 feet, (44) South 55-3/4 de-

more than any other as the

BEGINNING FOR THE FIRST TWENTY-TWO LINES OF SAID
ORIGINAL TRACT AND PART OF THE TWENTY-THIRD LINE THEREOF TO WIT:
WITH THE BOUNDARY LINE OF THIS CITY SUBSIDIZED HEREOF, AS A
POINT OF BEGINNING, S.W. 1/4 CORNER OF THE SAID TOWNSHIP
SECTION 3 AND SIX TEES FROM FORMERLY SET OFF AS THE BEGINNING
POINT OF THE AFORESAID NEW CUMNOCK RESURVEYED FOR JOHN
MITCHELL MAY 2ND, 1839; THENCE BY STRATFORD RIDGE
BOUNDARY AS FOLLOWS: (1) North 71 degrees East 60 feet
to a large white oak tree at the West side of New Cumnock,
(2) North 71 degrees East 5 feet to a stone corner N.E. and
S.W. and N.E. and N.O. respectively to the same place thereof
pointed out by the West side of a road (now County Road) in the State
where a corner with Oak tree stood, it being also the beginning
line of a tract called and becoming Plains Resurveyed for
John J. Jacob, December 25, 1776. (4) North 71 1/4 degrees East
60 feet to a large White Oak tree, a corner thereof. (5) North
71 1/4 degrees East 100 feet to a stone mark 15'. (6) North
71 1/4 degrees East 100 feet to a small Pine Oak, (7) North 71 1/4
degrees East 50 feet to a Pine tree (blocked). (8) North 71 1/4
degrees East 50 feet, then leaving "Blossing Plains" and still
with the original. (9) North 71 1/4 degrees East 60 feet to a point
on the East side of the aforesaid County Road, (10) North 45 1/4 de-
grees East 990 feet to a Pine snag, pointed out as the corner,
(11) North 20 3/4 degrees East 123.5 feet, (12) South 50 1/2 degrees
East 495 feet to a planted stone (13) South 57 1/2 degrees East
260.5 feet to the third line of a tract called "Inverted Gun".
(14) South 31 1/4 degrees West 87 feet to the beginning of said third
line, (15) South 89 1/2 degrees West 206 feet to the eighth line of
a former original called "New Cumnock" (Resurveyed for John
Mitchell May 2nd, 1839), and with said eighth line connected, (16)
South 86 1/4 degrees East 181.5 feet to the eleventh and last line of
the aforesaid tract "Inverted Gun" and with the lines thereof re-
versed, (17) North 35 3/4 degrees East 123.5 feet to the beginning
of said eleventh line, (18) North 34 3/4 degrees East 181.5 feet to
the thirteenth line of the present original, and with it, (19)
South 57 1/2 degrees East 264 feet to the ninth line of "New Cumnock".
(20) North 32 degrees East 1335.5 feet to the end of said ninth
line, (21) North 41 degrees East 528 feet to a stone pile, (22)
South 80 degrees East 198 feet to a stone at the foot of and on the
East side of Stratford Ridge; then leaving the lines of the former

...and said line of present original, (2) North to
...feet to a large dynamite stump 20 feet Westward
from the centre of the Park Horse Road; thence by new division
line along the Southern margin of said Park Horse Road the
following six courses and distances: (1) South 8½ degrees East
70 feet to the intersection of a private road with said Park
Horse Road; thence (2) South 1½ degrees East 60 feet, (3) South
22 degrees East 100 feet, (4) South 55 degrees East 40 feet,
(5) South 10 degrees East 94 feet, (6) South 10 degrees East
100 feet to the end of the right line of a parcel of land conveyed
by Wm. Lepley and Helen Lepley, his wife, and Marie Kennel
and Pauline Kennel, his wife, to C. T. Porter, et ux, et al., by
deed dated the 30th day of September, 1949, and recorded among the Land
Records of Allegany County, Maryland, thence reversing said right
line, (7) North 11¼ degrees West 100 feet to the beginning
of Town Creek, and running hereto 50 feet to the approximate centre of
Town Creek; thence by said centre line the following thirteen
courses and distances: (8) North 54½ degrees West 100 feet, (9)
North 60 degrees West 100 feet, (10) South 41-¾ degrees West
100 feet, (11) South 66½ degrees West 100 feet, (12) South 60 de-
grees West 100 feet, (13) South 43½ degrees West 100 feet, (14)
South 5½ degrees West 100 feet, (15) South 28½ degrees West 100
feet, (16) South 7½ degrees West 150 feet, (17) South 20 degrees
West 150 feet, (18) South 10 degrees West 400 feet, (19) South
10½ degrees West 500 feet, (20) South 14 degrees West 100 feet to
the Northeast corner of the parcel of land conveyed by Wilbert
Lepley, et ux, et al., to Clarence T. Porter, et ux, et al., by deed
dated the 30th day of September, 1949, and recorded in Liber 227,
folio 54, one of the Land Records of Allegany County, Maryland;
thence by said land (21) North 87 degrees West 208.6 feet to a stake
on a hill side, (22) South 3 degrees West 220.6 feet to a stake;
thence by second parcel conveyed by Wilbert Lepley, et ux, et al.,
to Clarence T. Porter, et ux, et al., (23) South 7-¾ degrees
East 208.6 feet to a stake above a road; (24) South 87 degrees
East 208.6 feet to Town Creek; thence by centre line of Town Creek
the following sixteen courses and distances: (25) South 1 degree
West 1206 feet to the South side of an old ford on said Town Creek,
(26) South 36 degrees East 339 feet, (27) South 28½ degrees East
350 feet, (28) South 10 degrees West 326 feet, (29) South 44 de-
grees West 400 feet, (30) South 27½ degrees West 150 feet, (31)
South 51 degrees West 327 feet, (32) South 83 degrees West 389
feet, (33) South 33 degrees West 438 feet, (34) South 88 degrees

East 15 feet, (50) South $65\frac{1}{2}$ degrees East 220 feet, (51) South 69 degrees East 400 feet, (52) South $64\frac{1}{2}$ degrees East 500 feet, (53) South 73 degrees East 250 feet, (54) South 40 degrees East 100 feet, (55) South $2\frac{1}{2}$ degrees East 225 feet to the end of a line on the 4th line of the whole tract of which the 1st line is hereby conveyed is a part, and all points in between of Town Creek is South $64\frac{1}{2}$ degrees West 500 feet from a ~~tree~~ ^{point} of said line and a ~~tree~~ ^{point} of said line, hence leaving the 1st line of the original tract, (56) South $61\frac{1}{2}$ degrees West 150 feet to a planted stone on top of a steep hill at the end of 150 feet from the 1st line of the original tract; hence by an original point called "Point Eastward" the following line: (57) North $61\frac{1}{2}$ degrees East 142.5 feet to a planted stone in a ravine, (58) South $71\frac{1}{2}$ degrees East 417.5 feet to a stake; hence leaving the 1st line of the original tract, (59) North $49\frac{3}{4}$ degrees East 145.5 feet over a hill and down near Town Creek, (60) North $70\frac{1}{2}$ degrees West 155 feet, (61) South $31\frac{1}{4}$ degrees West 172.5 feet, (62) South $31\frac{1}{4}$ degrees West 200 feet to a stake witnessed by two White Oaks and a Red Oak (4 notches each) at the end of the 20th line of a tract called "Hope" patented to John Robertson, May 2nd, 1854, (63) South $7\frac{1}{2}$ degrees West 600 feet to a point between two Pines and a White Oak, (64) South $60\frac{1}{2}$ degrees East 141.5 feet, (65) North $59\frac{3}{4}$ degrees East 150 feet, (66) South $31\frac{1}{4}$ degrees East 100 feet to a bounded White Oak twenty feet North of the "Pack Horse Road", (67) North $37\frac{1}{4}$ degrees East 132 feet, (68) South $70\frac{1}{2}$ degrees East 402 feet, (69) South $6\frac{3}{4}$ degrees West 330 feet to the South edge of a run and South $3\frac{1}{2}$ degrees East 3 feet from a bounded White Pine, (70) South $72\frac{3}{4}$ degrees West 264 feet to a bounded Ironwood sapling, (71) North $24\frac{3}{4}$ degrees West 290 feet, (72) North $73\frac{3}{4}$ degrees West 452 feet, (73) South $79\frac{3}{4}$ degrees West 709.5 feet to a bounded Gum on the South side of a run and about 5 feet from the foot of a steep hill and near the point thereof; an original call of the aforesaid tract called "Hope", (74) South $54\frac{3}{4}$ degrees West 231 feet, (75) South $42\frac{1}{2}$ degrees West 231 feet, (76) North $22\frac{1}{2}$ degrees West 264 feet to stones between a Black Oak, White Oak and a Hickory an original call of the aforesaid tract "Hope" and pointed out by Isaac Long and Christopher Kelley, it being the end of the 20th line of a tract called "Mohican" resurveyed January 30th, 1835, (77) North $82\frac{1}{2}$ degrees West 99 feet, (78) South $35\frac{3}{4}$ degrees West 1617 feet, (79) South $50\frac{3}{4}$ degrees West 330 feet, (80) North 49 degrees 5 minutes West magnetic as of 1928 or North 55 degrees West true

to the beginning. Containing 546.2 acres.

It being part of the original tract called 'New Cumber-
land' which with a contiguous vacancy added thereto was
conveyed for Christopher Kelley by virtue of a special Warrant
of the Court granted out of the Land Office of Maryland to John
Kelley, Surveyor for Allegany County, Maryland, in the year 1845.

EXCEPTING, HOWEVER, from the above described tract
all that part thereof conveyed to and conveyed by
George P. Davis and Elizabeth J. Davis, his wife, by the following
deeds: To wit: Chester Amick and Benja Amick, his wife, dated
June 1, 1851, and recorded in Liber 44, folio 457, conveying 15.1
acres, more or less, to John L. Twigg and Albert M. Twigg,
his wife, dated July 25, 1852, and recorded in Liber No. 74, folio
61, conveying 66.5/4 acres, more or less; Deed to County Commis-
sioners of Allegany County, Maryland, dated July 2nd, 1852, and
recorded in Liber 44, folio 457, conveying a narrow strip of land
along Manifold Road; and Deed to Donald Carter and Patricia
Carter, his wife, dated June 4, 1852, and recorded in Liber 51,
folio 125, all of the Land Records of Allegany County, conveying
two acres, more or less.

It being the same property which was conveyed unto the
said Mortgagors by George P. Davis and wife by deed dated the
13th of May, 1854, and to be duly filed for record among the Land
Records of Allegany County, Maryland.

AND WHEREAS, this Mortgage shall also secure future
advances as provided by Chapter 925 of the Laws of Maryland passed
at the January session in the year 1845 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and
the rights, roads, ways, waters, privileges and appurtenances
thereunto belonging or in anywise appertaining.

PROVIDED That if the said Mortgagors shall pay to the
said Mortgagees the aforesaid sum of Sixteen Thousand Five Hundred
(\$16,500.00) Dollars, and in the meantime shall perform all the
covenants herein on their part to be performed, then this Mortgage
shall be void.

AND IT IS AGREED, that until default be made in the
premises, the said Mortgagors may occupy the aforesaid property,
upon paying, in the meantime, all taxes, assessments, public dues
and charges levied or to be levied thereon; all of which as also
said mortgage debt and the interest thereon, the said Mortgagors
hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said Mortgage

here, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George H. Parker, their duly constituted attorney or agents, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days notice of the sale to the mortgagors and terms of sale, as set forth above, and the same to be held by the said Mortgagees or their duly constituted attorney or agents, who shall have full power to do all things which may be deemed advisable by the said Mortgagees.

The proceeds arising from such sale shall be applied, first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight percent to the party making the sale; secondly, to the payment of all moneys due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses of such advertisement shall be paid by the said Mortgagors.

The said Mortgagors do hereby covenant and agree that they will at all times during the life of this Mortgage keep the improvements on the herein described property, including the fences, and all the out buildings on said premises repaired and in good shape, and will generally maintain the property hereby mortgaged in good condition at all times during the life of this Mortgage.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least \$10,000.00 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of the said Mortgagors the

day and year above written.

WITNESS

George R. Hughes

Ervin B. Ambrose

Mabel A. Ambrose

STATE OF MARYLAND

COUNTY OF BALTIMORE

NOTARY

I HEREBY CERTIFY, that on the 11th day of May, one year 1904, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Ervin B. Ambrose and Mabel A. Ambrose, his wife, the within named Mortgagees, and acknowledged the foregoing mortgage to be their respective act and deed. And at the same time, before me, also personally appeared George R. Davis and Miriam A. Davis, his wife, the within named Mortgagors, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

George R. Hughes
Notary Public



FILED AND RECORDED MAY 14" 1954 at 2:30 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 13th day of May, 1954, by The Liberty Trust Company of Cumberland, Maryland, a Corporation, WITNESSETH:

WHEREAS, by Mortgage bearing date October 10, 1951, recorded in Mortgage Liber 300, folio 59th of the Mortgage Records of Allegany County, the herein described property became encumbered by Charles F. Owen, mortgagor, unto The Liberty Trust Company of Cumberland, Maryland, and The Cumberland Savings Bank of Cumberland, Maryland, in order to secure the sum of Thirty Thousand (\$30,000.00) Dollars, together with the interest thereon, all as will be seen by reference thereto, and

WHEREAS, The Liberty Trust Company of Cumberland, Maryland, has now been paid in full for all sums of money due unto it under said Mortgage, both as to principal and interest, and now desires to release all of its right, title, interest, claim and demand in and to any further payment under said Mortgage, both as to Principal and interest as it, the said The Liberty Trust Company, has been paid in full.

NOW, THEREFORE, in consideration of the premises and the payment unto the said The Liberty Trust Company of all indebtedness due unto it under said Mortgage, both as to principal and interest, the said The Liberty Trust Company of Cumberland, Maryland, does hereby release and discharge all right, title, interest, claim and demand in and to the Mortgage aforesaid. It being distinctly understood, however, that this Release on the part of The Liberty Trust Company shall in no way affect any further lien of the said The Cumberland Savings Bank of Cumberland Maryland under said Mortgage.

WITNESS the signature of Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, and the seal hereto affixed, all duly attested by its secretary, this day and year above written.



THE LIBERTY TRUST COMPANY

By

Charles A. Piper
President

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on the 13th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally

appeared Charles A. Piper, President of The Liberty Trust Company, a corporation, and he acknowledged the foregoing Deed of Release of Mortgage to be the act and deed of said corporation, and the said Charles A. Piper, did further, in like manner make oath in the form of law that he is the President of said corporation and duly authorized to make said acknowledgment.

WITNESS my hand and Notarial Seal the day and year above written.



Geo. P. Davis
Notary Public

Examined and Made correct
Geo. P. Davis Notary Public
May 27 1954

FILED AND RECORDED MAY 14th 1954 at 2:20 P.M.

THIS DEED OF RELEASE, Made this 19th day of April, 1954, by and between WILBERT LEPLY and HELEN LEPLY, his wife, and MERLE KENNEL and PAULINE KENNEL, his wife, of Somerset County, Pennsylvania, parties of the first part, and GEORGE P. DAVIS and MIRANDA J. DAVIS, his wife, of Allegany County, Maryland, parties of the second part,

WITNESSETH:

WHEREAS by deed dated December 9, 1950, and recorded in Liber 232, folio 369, among the Land Records of Allegany County, Maryland, the parties of the first part herein conveyed to the parties of the second part herein, a certain tract of land containing 546.7 acres, more or less, lying and being in Election District No. 2, in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock" and

WHEREAS by deed dated December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County,

Maryland, the parties of the first part herein conveyed to the parties of the second part herein, an additional portion of the original tract known as "Kelley's Resurvey on New Cumnock" described in two (2) parts as containing 436 acres and 37 acres respectively, and

WHEREAS both of the above mentioned conveyances to the parties of the second part herein were made subject to a reservation unto the parties of the first part of all timber standing upon said tracts, together with the right to enter upon said property and to cut and remove the timber standing on the 546.7 acre tract within five (5) years of the date of said deed, and to cut and remove the timber standing on the 436 acre and 37 acre tracts within a period of three (3) years from the date of said deed, and

WHEREAS the above mentioned reservations were made the subject of a certain Agreement dated December 27, 1951, between the parties of the first part and the parties of the second part, which provided further that the parties of the first part herein should have the right to the use of a certain mill site located on said property on the West side of Town Creek, together with an area of approximately 2 acres surrounding said mill site for a period of four (4) years, or until December 27, 1955, for use in connection with the cutting, preparing and processing of timber taken from the hereinbefore mentioned 546.7, 436 and 37 acre tracts, together with the right to haul timber through, over and across parts of said tracts from adjoining properties, and to remove said mill, machinery, tools, motor equipment and personal property located on said property, and

WHEREAS by Deed of Release dated the ____ day of _____, 1953, the parties of the first part herein sold and conveyed unto the parties of the second part herein, all of their interest in the timber previously reserved on the 436 acre tract, and

WHEREAS the parties of the second part now desire to purchase all of the timber standing on the 546.7 acre tract and reserved by the parties of the first part in the aforementioned deed dated December 9, 1950, and recorded in Liber 232, folio 369, one of the Land Records of Allegany County, Maryland, as well as all of the timber standing on the 37 acre tract conveyed

as Part 2 in the deed of December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County, Maryland, to the end that all of the timber heretofore reserved to the parties of the first part herein, standing on any of the aforementioned three (3) tracts, shall become the sole property of the parties of the second part, and the right to the use of the mill site and to the use of the land of the parties of the second part for the transportation of timber to said mill shall terminate.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:

THAT for and in consideration of the premises and of the sum of Two Hundred and Twenty-Five Dollars (\$225.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties of the first part do hereby give, grant, bargain and sell, release, convey, quit-claim and confirm unto the said parties of the second part, their heirs and assigns, all of the timber, whether, saw timber, prop timber or pulpwood standing on the following described property:

(1) All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", containing 37 acres, more or less, and described as Part 2 in a certain deed from WILBERT LEPLEY, ET UX, ET AL, to GEORGE P. DAVIS, ET UX, dated December 27, 1951, and recorded in Liber 237, folio 165, among the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular description of the tract upon which the timber is located.

(2) All that tract, piece or parcel of ground lying and being in Election District No. 2 in Allegany County, Maryland, and known as a part of "Kelley's Resurvey on New Cumnock", containing 546.7 acres, more or less, and described in a certain deed dated December 9, 1950, from WILBERT LEPLEY, ET UX, ET AL, to GEORGE P. DAVIS, ET UX, and recorded in Liber 232, folio 369, among the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular description of the tract upon which the timber is located.

(3) All of the rights, privileges and benefits of the covenants and agreements contained in a certain Agreement dated December 27, 1951, from GEORGE P. DAVIS and MIRANDA J. DAVIS,

his wife, to WILBERT LEPLEY and MERLE KENNELL, relating to the use of the property of the said GEORGE P. DAVIS, ET UX, except that the said WILBERT LEPLEY and MERLE KENNELL shall have the right to remove the mill machinery, tools, motor equipment and personal property owned by them, and presently located on the said land within a period of 60 days from the date hereof.

The parties of the first part herein do further release, convey and set over to the parties of the second part, their heirs and assigns, all of the rights to cut said timber, as well as rights of access thereto over said property reserved and excepted in said deed, it being the intention of this conveyance to vest in the parties of the second part the fee simple title to all of said 546.7 and 37 acre tracts, free, clear and discharged of the rights reserved and excepted in said deeds of December 27, 1951, and December 9, 1950.

TO HAVE AND TO HOLD the above granted property unto the said GEORGE P. DAVIS and MIRANDA J. DAVIS, his wife, as tenants by the entireties, and to the survivor of them, his, her or their heirs and assigns, forever in fee simple.

WITNESS the hands and seals of the parties of the first part the day and year first above written.

WITNESS:

<u>J. Curtis Dorn</u>	<u>Wilbert Lepley</u> (SEAL) WILBERT LEPLEY
<u>J. Curtis Dorn</u>	<u>Helen Lepley</u> (SEAL) HELEN LEPLEY
<u>J. Curtis Dorn</u>	<u>Merle Kennell</u> (SEAL) MERLE KENNELL
<u>J. Curtis Dorn</u>	<u>Pauline Kennell</u> (SEAL) PAULINE KENNELL

STATE OF PENNSYLVANIA, -SOMERSET COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of April, 1954, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Somerset County, personally appeared WILBERT LEPLEY and HELEN LEPLEY, his wife, and MERLE KENNELL and PAULINE KENNELL, his wife, and acknowledged the within and foregoing Deed of Release to be their respective act and deed.

WITNESS my hand and Notarial Seal.



J. Curtis Dorn
NOTARY PUBLIC.

MY COMMISSION EXPIRES: Apr. 5, 1955

Compared and Mailed *James*
To Mtge. Piedmont N. Va.
May 24 1954

FILED AND RECORDED MAY 15" 1954 at 8:30 A.M.

This Mortgage, Made this Twelfth day of May, -----
in the year Nineteen Hundred and Fifty -four -----, by and between
CHARLES R. EVANS and ELLEN R. EVANS, his wife, -----

of Westernport, Allegany County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

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part Y of the second part, WITNESSETH:

Whereas, the said Charles R. Evans and Ellen R. Evans, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, IN THE JUST AND FULL SUM OF NINE THOUSAND (\$9000.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of NINE THOUSAND (\$9000.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said Bank, and to be repaid in sums of not less than ONE HUNDRED (\$100.00) DOLLARS per month until the entire amount of principal and interest of said note is fully paid off and discharged; to secure the payment of which said sum of Nine thousand (\$9000.00) dollars, with interest as aforesaid, these presents are executed;



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles R. Evans and Ellen R. Evans, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors-----

and assigns, the following property, to-wit:

All of the following described land situated in Westernport, Allegany County, Maryland, to wit:

All those Three (3) certain Lots of ground in Greene's Highland Park Addition to Westernport, Allegany County, Maryland, known and numbered on the plat of said Addition as Lots Numbers Nineteen (19), Twenty (20) and Twenty-one (21) in Section L. Each lot fronting Twenty-five (25) feet on the West side of Miller Street and running back, the same width, a distance of One hundred (100) feet to First Alley; being the same three lots of ground which were conveyed unto Paul Garrett Fazenbaker et ux by Deed from Aden C. Campbell et al, dated July 10th, 1946, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 210, folio 198, and also being the same property which was conveyed unto the said Charles R. Evans and Ellen R. Evans, his wife, by Deed, dated February 9th, 1949, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 224, folio 141;

SUBJECT NEVERTHELESS to the reservation of all coal and other minerals underlying said lots in manner and form as set forth in the Deeds of prior owners of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles R. Evans and Ellen R. Evans, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~or assigns~~ or assigns, the aforesaid sum of NINE THOUSAND (\$9000.00) DOLLARS, -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said -----

Charles R. Evans and Ellen R. Evans, his wife, parties of the first part, ----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and assigns~~ and assigns, or Harry K. Drane, its -----

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles R. Evans and Ellen R. Evans, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Charles R. Evans and Ellen R. Evans, his wife,

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Nine thousand (\$9000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

J. Bernard Mayhew Jr. Charles R. Evans [SEAL]
J. Bernard Mayhew Jr. Ellen R. Evans [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 13th day of May,

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
West Virginia.

a Notary Public of the State of ~~West Virginia~~ in and for said County, personally appeared -----
Charles R. Evans and Ellen R. Evans, his wife, -----

and each acknowledged the foregoing mortgage to be their respective -----

act and deed; and at the same time before me also personally appeared J. B. Determan,
Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Commission expires

May 1961

J. Bernard Mayhew Jr.
Notary Public.

FILED AND RECORDED MAY 15th 1954 at 9:00 A.M.

This Mortgage, Made this 12th day of
May in the year nineteen hundred and fifty-four, by and between

Virgil V. Laird, unmarried,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Virgil V. Laird, unmarried,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Three Hundred Fifty (\$2350.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Virgil V. Laird, unmarried,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situated at the
intersection of Jackson Street and East Hanekamp Street in the Town
of Lonaconing, Allegany County, Maryland, and more particularly des-
cribed as follows: (Magnetic courses as of August, 1946 run with
vernier readings and horizontal distances being used throughout)

BEGINNING for the same at a center punched indenta-
tion made in the East curb of Jackson Street near its intersection
with the Southerly side of East Hanekamp Street, said point being at
the end of 28.29 feet on a line drawn North 77 degrees 19 minutes
East from the top of a fire hydrant situated on the West side of
Jackson Street, and running thence with the Southerly side of East
Hanekamp Street, North 73 degrees 46 minutes East 55.38 feet to the
center of the Westerly end of the concrete balustrade wall of the
Hanekamp Street Bridge where it crosses Jackson Run, thence with the
center of said Wall, North 59 degrees 59 minutes East 17.89 feet to
the Easterly end thereof, and still with said Hanekamp Street, North
39 degrees 24 minutes East 58.66 feet to a stake, thence South 47
degrees 53 minutes East 19.02 feet to a stake, thence South 29 de-
grees 20 minutes East 79.30 feet to a stake standing at the end of 43
feet on the fourth line of a parcel of ground described and conveyed
in the deed of the Cumberland Real Estate Corporation to William Henry
Spiker, et ux, dated September 7, 1946, and recorded in Liber 211,
folio 172 of the Land Records of Allegany County, Maryland, thence
with said fourth line reversed, North 81 degrees 15 minutes West 43.0
feet, thence with the third line of said deed reversed, North 85

degrees 15 minutes West 22.30 feet, thence with the second line of said deed reversed and extended 4.24 feet, so as to allow the following line of this description to run clear of the dwelling house erected upon the parcel herein conveyed, South 45 degrees 22 minutes West 23.24 feet to a point in Jackson Run and near the East bank thereof, thence crossing said Run, South 75 degrees 40 minutes West 73.71 feet to a stake standing in the Easterly curb of Jackson Street, said stake being also at the beginning of the aforesaid Spiker Deed, thence with the Easterly curb of Jackson Street, North 9 degrees 30 minutes West 37.74 feet to the beginning.

It being the same property which was devised unto the said Virgil V. Laird under the Last Will and Testament of his Mother, Fannie Ellen Laird, which will was probated on January 22, 1952, and recorded in Wills Liber X, folio 300, in the Office of the Register of Wills of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Three Hundred Fifty - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but no to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Three Hundred Fifty (\$2350.00) - - -Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James G. McElreath

Virgil V. Laird (SEAL)
Virgil V. Laird

(SEAL)

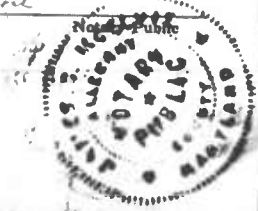
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 11th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Virgil V. Laird, unmarried,
and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James G. McElreath



FILED AND RECORDED MAY 15 1954 at 10:05 A.M.

PURCHASE MONEY

This Mortgage, Made this 13th day of May
in the year Nineteen Hundred and Fifty-four, by and between
Carl M. Lowery and Bessie V. Lowery, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and Irving Millenson

of Allegany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona-
fide indebted unto the Party of the Second Part in the full and
just sum of Eight Hundred (\$800.00) Dollars, and which said princi-
pal sum shall become due and payable two years from the date hereof
and in the meantime, the said principal sum or any unpaid balance
thereof shall bear interest at the rate of six per cent (6%) per
annum, and which said principal sum and interest shall be repaid
in equal monthly installments of \$35.46 each, the first of which
said monthly installments shall become due and payable one month
from the date hereof and a like sum on the same date of each succeed-
ing month thereafter until the principal sum and interest shall
have been fully paid; and out of said payment first shall be computed
and deducted the interest on said unpaid principal sum, and said
interest shall be adjusted each six (6) months thereafter; with
the right reserved unto the Parties of the First Part to prepay any
or all of said principal sum and interest at any time prior to its
maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
Carl M. Lowery and Bessie V. Lowery, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Irving Millenson, his

heirs and assigns, the following property, to-wit:

ALL the following described lands situate, lying, and
being in Allegany County, Maryland, and more particularly known as
Lot No. 121 in Section "C" on the plat of Cellulose City, recorded
in Liber No. 129, folio 1 of the Land Records of Allegany County,
Maryland, and which said lot is more particularly described as
follows, to-wit:

BEGINNING at a peg on the east side of Howard Street at
the end of the first line of Lot No. 120; and running thence with
said street, North 8 degrees West 25 feet; thence 82 degrees East
100 feet to an alley; and with said alley, South 8 degrees East 25
feet to the end of the second line of Lot No. 120; and with said
line reversed, South 82 degrees West 100 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Harvey G. Saylor and Idella Saylor, his wife, and Carl M. Lowery and Bessie V. Lowery, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Carl M. Lowery and Bessie V. Lowery, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Irving Millenson, his

executors, administrators or assigns, the aforesaid sum of Eight Hundred (\$800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Carl M. Lowery and Bessie V. Lowery, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Carl M. Lowery and Bessie V. Lowery, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Irving Millenson, his

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Germany~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Carl M. Lowery and Bessie V. Lowery, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Carl M. Lowery and Bessie V. Lowery, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Eight Hundred (\$800.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to insure to the benefit of the mortgagee, his

heirs or assigns, to the extent

of his ~~XXXXXXXXXXXXXXXXXXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Carl M. Lowery [SEAL]
Carl M. Lowery
Bessie V. Lowery [SEAL]
Bessie V. Lowery

State of Maryland,
Alleghany County, to-wit:

I hereby certify. That on this 13th day of May

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl M. Lowery and Bessie V. Lowery, his wife,

and each acknowledged the foregoing mortgage to be his and her respective

act and deed; and at the same time before me also personally appeared

Irving Millenson

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Hargis
Notary Public.

Compared and Mailed *Record E*
Notary City
June 7 1954

FILED AND RECORDED MAY 15th 1954 at 11:45 A.M.

THIS MORTGAGE, Made this 7th day of April,
1954, by and between PEARL I. LASHLEY and ERNEST C. LASHLEY, her husband, of Bedford County, Pennsylvania, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States.

party of the second part, WITNESSETH:



WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Six Hundred (\$1,600.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Thirty Dollars and Ninety Three Cents (\$30.93) on account of interest and principal, payments to begin on the 1st day of May, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot, piece or parcel of land lying on the west side of Wills Creek in the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING for the same at the southwest corner of the brick house standing on the corner at the intersection of Lee Street and Avirett Avenue (formerly called Flat Street) and running thence North with the Eastern line or side of Lee Street 85 feet to a stake, then East and parallel with Avirett Avenue 36 feet 9 inches to a stake, then South with a line parallel with Lee Street 85 feet to Avirett Avenue, then with Avirett Avenue West 36 feet 9 inches to the beginning. EXCEPTING, however, that portion of said property which was conveyed to Brandon R. Akers and wife, by deed dated June 29, 1953, and recorded among the Land Rec-

ords of Allegany County, Maryland, in Liber 251, folio 126.

It being part of the same property conveyed to the first parties by Emily C. Frey and George C. Frey, her husband, by deed dated the 13th day of June, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 242, folio 129.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Six Hundred (\$1,600.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey

the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Six Hundred (\$1,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Pearl I. Lashley (SEAL)
Pearl I. Lashley

A. A. Helmick

Ernest C. Lashley (SEAL)
Ernest C. Lashley

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 7th day of April, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared PEARL I. LASHLEY and ERNEST C. LASHLEY, her husband, and each acknowledged the

aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein



WITNESS my hand and Notarial Seal.

A. J. Helmick
Notary Public

My Commission expires May 2, 1955

Compared and Made correct
Fidelity Savings Bank
Frederick, Md.
May 2 - 1955

FILED AND RECORDED MAY 15th 1954 at 11:00 A.M.

This Mortgage. Made this 11th day of May
in the year Nineteen Hundred and Fifty-four, by and between

WILLIAM P. THOMAS and LURA THOMAS, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

GEORGE G. LAFFERTY and ANNIE LAFFERTY, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part now stand indebted unto the parties of the second part in the full and just sum of THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$3,785.00) DOLLARS, payable ONE (1) YEAR after date with interest at Six (6%) per centum per annum, payable quarterly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said - - - - -



----- William P. Thomas and Lura Thomas, his wife, -----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said -----

----- George G. Lafferty and Annie Lafferty, his wife, their -----

heirs and assigns, the following property, to-wit:

ALL that tract or parcel of land lying East of the road leading from the National Pike to Morantown in Election District No. 24, near Eckhart, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake in the center of the aforesaid road leading from the National Pike to Morantown and running with the center of said road (true meridian courses and horizontal distances used throughout), North 20 degrees 47 minutes West 94.33 feet to a stake on the boundary line between the Consolidation Coal Company and the Neff Farm, said stake stands North 45 degrees 08 minutes East 172.00 feet from a planted stone numbered 142, one of the boundary stones of the Consolidation Coal Company; then leaving said road and running with said boundary line, North 45 degrees 08 minutes East 344.00 feet; then leaving said boundary line and running with the fence lines South 33 degrees 30 minutes East 207.00 feet; South 30 degrees 30 minutes West 243.00 feet; North 25 degrees 15 minutes West 55.00 feet; North 19 degrees 09 minutes West 130.71 feet; South 47 degrees 47 minutes West 180.00 feet to the place of beginning; containing One and Seventy-nine Thousandths acres (1.079), more or less.

BEING the same property particularly described in a deed to the said William P. Thomas and Lura Thomas, his wife, from Louis J. Lafferty, unmarried, dated December 23, 1949 and recorded in Liber No. 227, folio 445 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their -----

----- heirs, executors, administrators or assigns, do and shall pay to the said

----- George G. Lafferty and Annie Lafferty, his wife, their -----

executor s, administrators or assigns, the aforesaid sum of -----

THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$3,785.00) DOLLARS -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said -----

----- parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said -----

----- parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Albert A. Doub his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$3,785.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Paul H. Freeman [SEAL]
William P. Thomas [SEAL]
Lura Thomas [SEAL]
 PAUL H. FREEMAN
 WILLIAM P. THOMAS
 LURA THOMAS

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11TH day of May

in the year Nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM P. THOMAS and LURA THOMAS, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

GEORGE G. LATTERTY, one of

the within named mortgagees and made oath in due form of law, that the consideration in said

mortgage was true and bona fide as therein set forth.

In my hand and Notarial Seal the day and year aforesaid.



Paul H. Freeman
 Notary Public

Prepared and Mailed *Seeley*
 To *Mtge City*
May 27 1954

FILED AND RECORDED MAY 17th 1954 at 11:35 A.M.

THIS MORTGAGE, Made this 30th day of April, 1954, by and between LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, payable one year after date, with interest from date at the rate of five and one-half per cent (5½%) per annum, payable quarterly,

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following described property:

RANGE ONE: All these six lots, pieces or parcels of land

situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 138, 139, 140, 141, 142, and 143, in Walsh's Addition to South Cumberland, and all these six lots, pieces or parcels of land situated on Elizabeth Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 152, 153, 154, 155, 156 and 157 in Walsh's Addition to South Cumberland, a plat of which is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said Lots Nos. 138 to 143, both inclusive, each front approximately thirty-four feet on Mary Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley; and which said Lots Nos. 152 to 157, both inclusive, each front approximately thirty-four feet on Elizabeth Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley, and all of which said lots are more particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber NO. 89, folio 663, et seq.

PARCEL TWO: ALL those lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 116, 117, 118, 119, 120 and 121, fronting approximately thirty four feet each on Mary Street, and extending back an even width a distance of approximately one hundred twenty-three and one-third feet each; all those lots, pieces, or parcels of land situated on Monroe Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 104, 105, 106, 107 and 108, fronting approximately thirty-four feet each on Monroe Street, and extending back an even width distance of approximately one hundred twenty-three and one-third feet each; all that part of Lot No. 103 situated on Monroe Street, Cumberland, Maryland, not heretofore conveyed to the Western Maryland Railway Company; and all those parts of Lots Nos. 84, 85, 86 and 87, not heretofore sold to the Western Maryland Railway Company and situated north of the Western Maryland Railway Company's switch, all of said lots being in Walsh's Addition to South Cumberland, a plat of which addition is recorded among the land Records of Allegany County, Maryland, in Map Box No. 98, and which said lots are some of the same lots conveyed to William C. Walsh, Trustee, by Clara W. Seaver, et al, by deed dated November 27, 1939, and recorded among the aforesaid Land Records in Liber No. 185, folio 202.

The above described First Parcel was conveyed to the

parties of the first part by Theodore R. Fleet, unmarried, by deed dated October 19, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 253; the second parcel was conveyed to the said first parties by William C. Walsh, Trustee in No. 15,424 Equity in the Circuit Court for Allegany County, Maryland, by deed dated May 31, 1951, and recorded in Liber No. 235, folio 461 of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and

empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

 (SEAL)
LEOYD H. BUCHANAN



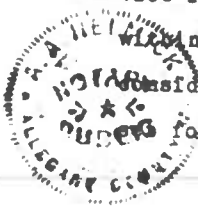
 (SEAL)
ERNEST B. BUCHANAN

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 30th day of April, 1954, before me, the subscriber, a Notary Public in and for the

State and County aforesaid, personally appeared LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared H. C. LANDIS, Vice President of The First National Bank of Cumberland, the ~~with~~ named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein forth.



WITNESS my hand and Notarial Seal.

J. A. Helmick
Notary Public
My Commission expires May 2, 1953

*Completed and filed
in Res. H. Legg City City
May 24 1954*

FILED AND RECORDED MAY 17 1954 at 12:15 P.M.

This Mortgage, Made this 14th day of May in the year Nineteen Hundred and ~~Forty~~ Fifty-four by and between Sylvester J. Smith and Eula M. Smith, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand & 00/100 ----- (\$7000.00) ----- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-five & 36/100 ----- (\$55.36) ----- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot or parcel of ground located in Cover's Addition, Bowling Green, Allegany County, Maryland, known as Lot No. 3, and being part of the land conveyed to Ralph G. Cover by deed of Lulu L. Long dated the 22nd day of September, 1946, and recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 3: Beginning at the end of the third line of Lot No. 2 and then reversing said third line North 85 degrees 22 minutes West 138.9 feet to a 15 foot alley, then with said alley North 0 degrees 48 minutes West 40.17 feet, then South 85 degrees 22 minutes East 142.7 feet to the westerly line of Bowling Avenue then with said westerly line South 4 degrees 38 minutes West 40 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and others, dated the 20th day of November, 1950, and recorded among the Land Records of Allegany County, Maryland in Liber No.

232, folio 38.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 - - - - - (\$7000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagors.

Attest:

William H. Harman

Sylvester J. Smith (SEAL)

Eula M. Smith (SEAL)
Eula M. Smith

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 14th day of May

in the year nineteen hundred and forty Five-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Sylvester J. Smith and Eula M. Smith, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Jaggs, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Subscribed and Notarized the day and year aforesaid.

Notary Public

Compared and ~~valid~~ *valid*
To *Rev E Legg Acty City*
May 24 1954

LIBER 304 PAGE 448

FILED AND RECORDED MAY 17th 1954 at 12:15 P.M.

This Mortgage. Made this 14th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Lloyd H. Buchanan and Bessie B. Buchanan, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty Thousand Seven Hundred & 00/100 (\$20,700.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One/Sixty-three & 74/100 (\$163.74) Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly
side of Henry Street in Election District No. 29 of LaVale, Allegany County,
Maryland known and designated as whole Lots Nos. 49 and 50 in Dressman's
Addition and a parcel of ground in the rear, which said parcels are more
particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the end of the 6th
line in a deed from Frank J. Dressman et al, to Louis V. Shinnamon et ux, dated
February 4, 1953 which is recorded in Liber No. 247, folio 435 one of the Land
Records of Allegany County, Maryland, and running then with part of the 6th line
of said deed reversed North 40 degrees 30 minutes West 389.1 feet to a stake,
then South 1 degree 55 minutes East 426.25 feet to the northerly end of the division
line between Lots Nos. 48 and 49 in Dressman's Addition, then with said dividing
line South 3 degrees East 419.4 feet to the northerly side of Henry Street, then
with said street North 87 degrees East 150 feet to the dividing line between Lots
Nos. 50 and 51 in said addition, then with said dividing line and an extension
thereof North 3 degrees West 493.85 feet to a point on the 7th line of the aforesaid
Shinnamon deed and then with part of said 7th line reversed North 61 degrees 35
minutes East 98 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first
part by two deeds, the first from Louis V. Shinnamon et ux, of recent date, which is



recorded among the Land Records of Allegany County, Maryland in Liber No. 254, folio 321 and the second from Henry N. Dreesman et ux, of recent date, which is recorded among the Land Records of Allegany County, Maryland in Liber No. 254, folio 323.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Thousand Seven Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the handsand seal of the said mortgagors.

Attest:

William H. Harman

Lloyd H. Buchanan (SEAL)
Lloyd H. Buchanan

Bessie B. Buchanan (SEAL)
Bessie B. Buchanan

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14th day of May

in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Lloyd H. Buchanan and Bessie B. Buchanan, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notary Seal the day and year aforesaid.

George W. Legge
Notary Public

This Mortgage, Made this 14 day of May, 1954

by and between

of 411e pny

County, Maryland, part of the first part, here:

after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of ONE THOUSAND FORTY AND 00/100 - - - - - DOLLARS (\$1,040.00) being the balance of the purchase money for the property hereinafter described

on his EIGHT- - - - - (- 8 -) SHARES
of its stock.

And ~~whereas~~ **whereas**, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of - - - - -TEN and 15/100- - - - -

DOLLARS (\$10.15), on or before the 14th

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And ~~whereas~~, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that piece or parcel of ground lying and being in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a point on Bowery Street, said point being at the end of the third line of the second parcel described in a deed from Conrad Hohing and Leonora Hohing, his wife, to George M. Gunnnett and Mary Gunnnett, his wife, dated January 14, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 167, folio 88; and running thence from said point and with part of the fourth line of said second parcel and with Bowery Street South thirty-six degrees no minutes West twenty-seven and seven-tenths feet; thence South fifty-four degrees no minutes East one hundred fifty feet to an alley, and with it North thirty-six degrees no minutes East twenty-seven and seven-tenths feet; thence with the last line of the aforesaid parcel North fifty-four degrees no minutes West one hundred fifty feet to the place of beginning, containing .09 acres, more or less.

IT belet the same property which was conveyed by Olen Gunnnett and his wife to Joseph William Elkins and his wife by deed dated July 3, 1903, and recorded among the Land Records of Allegany County, Maryland, in Case Liber No. 201, folio 218.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To have and to hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

JOSEPH WILLIAM ELKINS (SEAL)

ANNA MAE ELKINS (SEAL)

Joseph William Elkins (SEAL)
JOSEPH WILLIAM ELKINS

Anna Mae Elkins (SEAL)
ANNA MAE ELKINS

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 14th day of May, 1954,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared JOSEPH WILLIAM EIKINS and ANNA MAE EIKINS, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be

their respective act and deed; and at the same time and place before
me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of
Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration
in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form
of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such
affidavit.

Witness my hand and Notarial Seal.



Completed and signed
Mtg 106 + Liberty St
May 24 1954

FILED AND RECORDED MAY 18th 1954 at 8:45 A.M.

This Mortgage, Made this 15th day of May
in the year Nineteen Hundred and fifty-four, by and between

MARVIN L. WINDLE and FLORENCE J. WINDLE, his wife,

of Allegany County, in the State of Maryland,
part 1st of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland,
part y of the second part, WITNESSETH:



Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$2900.00 which said sum shall be repaid together with interest thereon at the rate of 6% per annum in monthly installments of \$38.12 each, which installments include both principal and interest, which interest shall be calculated and credited semi-annually, the first of said installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL those lots or parcels of ground located and known as Lots Nos. 16 and 17, Block No. 28, in Potomac Park Addition, situated near the McMullen Boulevard, West of the City of Cumberland, Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

LOT NO. 16: Beginning at a point on the Easterly side of Avenue "Y" at the end of the first line of Lot No. 15 and running thence with said Avenue "Y", North 38 degrees 05 minutes East 42.5 feet thence at right angles to said Avenue "Y", South 51 degrees 55 minutes East 110 feet thence South 38 degrees 05 minutes West 42.5 feet to the end of the second line of said Lot 15 and thence reversing said second line, North 51 degrees 55 minutes West 110 feet to the place of beginning.

LOT NO. 17: Beginning at a point on the Easterly side of Avenue "Y" at the end of the first line of Lot No. 16 and running thence with said Avenue "Y", North 38 degrees 05 minutes East 42.5 feet thence at right angles to said Avenue "Y", South 51 degrees 55 minutes East 110 feet, thence South 38 degrees 05 minutes West 42.5 feet to the end of the second line of said Lot No. 16 and thence reversing said second line, North 51 degrees 55 minutes West 110 feet to the place of beginning.

IT being the same property which was conveyed by Paul W. Windle et ux, to Marvin L. Windle, et ux, by deed dated April 11, 1947, and recorded in Deeds Liber 214, folio 389, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs ~~executors, administrators~~ or assigns, the aforesaid sum of _____

- TWENTY-NINE HUNDRED DOLLARS - - - - - (\$2900.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, his heirs, ~~executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-nine Hundred - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

William Gilchrist Marvin L. Windle [Seal]
MARVIN L. WINDLE
William Gilchrist Florence J. Windle [Seal]
FLORENCE J. WINDLE

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of May in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Marvin L. Windle and Florence J. Windle, his wife,

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Irving Millenson

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

Compared and *Witnessed* Delivered*W. Metzger City**May 24 1954*FILED AND RECORDED MAY 18th 1954 at 8:50 A.M.

THIS MORTGAGE, Made this *14th* day of May, 1954, by and between Martha E. Twigg, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagee, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Martha E. Twigg, widow, stands indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six per centum (6%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Martha E. Twigg, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that tract, piece or parcel of ground situate about four miles West of Oldtown, in Allegany County, State of Maryland, and being part of a tract of land called "Consolation" resurveyed for Adam Earth March 28, 1879, and also part of another tract called "Mosque Second Part", and which said parts of said tracts are described as follows:

BEGINNING for the same at a large planted stone marked "end of 117 line-one of the orig. white oak" planted at the end of the 117th line of a tract of land called "Fifteen Mile" and also at the 15th line of the aforementioned tract called "Consolation", and running thence reversing the lines thereof as corrected by magnetic variation, South $20-1/3$ Degrees West 24 perches, South $8-1/4$ degrees East 24 perches to a stone w. M. standing at the beginning of that part of said tract called "Consolation" which was conveyed by John G. Barth, et ux. to Jesse Malone by deed dated March 24, 1885, and recorded among the Land Records of Allegany County in Liber 62, folio 125, thence leaving the lines of said tract called "Consolation" and with the lines of Jesse Malone's part of the same as corrected for magnetic variation, North $76\frac{1}{2}$ degrees West 11 perches to two white oak saplings marked with six notches each, North $62\frac{1}{2}$ degrees West 15 perches to a Hickory sapling marked with six notches, South $67-3/4$ Degrees West 16 perches, North 62 degrees West 2 perches to a point on the 9th line of aforesaid tract called "Consolation", thence with part of said 9th line as corrected by magnetic variation, South 15 minutes West 6 perches to a point on the 5th line of that part of aforesaid tract called "Mosqua Second Part" which was conveyed by Samuel Appold, et al, to John G. Barth by deed dated May 11, 1891, and recorded among the aforesaid land records in Liber 70, folio 310, (as located by running from the original bounded pine tree standing as the beginning of said deed and pointed out by John G. Barth) and running thence with the lines thereof as corrected by magnetic variation, North 55 degrees 35 minutes West $11\frac{1}{2}$ perches to the end of the aforesaid 5th line, South 71 degrees 25 minutes West $19\frac{1}{2}$ perches, North 76 degrees 35 minutes West 2 perches, South 75 degrees 25 minutes West 12 perches, North 80 degrees 35 minutes West 27 perches, North 35 degrees 5 minutes West 26 perches to the Northeast corner of Christopher Kelley's land, and with said land, North 38 degrees 50 minutes West $23-3/4$ perches, then North 37 degrees 55 minutes East 39 perches to a point on the 5th line of aforesaid tract called "Consolation", thence reversing part of said 5th line as corrected by magnetic variation, North 41 degrees 45 minutes West 79 perches to the end of the first line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to F. L. Bobinette by deed dated October 14, 1907,

and recorded among the aforesaid land records in Liber 107, folio 532, thence with the lines thereof as corrected by magnetic variation, North 45 degrees 40 minutes East 14 perches to a pine tree marked with six notches, North 50 degrees 40 minutes East 20½ perches to a large elm tree marked with six notches standing along bank of small run, North 11 degrees 40 minutes East six perches to a stake near the County Road, North 26 degrees 50 minutes West 5 perches to the end of the third line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to Sarah Shynock by deed dated November 21, 1908, and recorded among the aforesaid land records in Liber No. 105, folio 382, thence with the lines thereof as corrected by magnetic variation, North 83 degrees 40 minutes East 17½ perches to a stake on the North side of the County Road, then leaving said road, North 14 degrees 40 minutes East 8 perches, North 20 degrees 40 minutes East 37½ perches to a pine marked with six notches lying on ground, it being the original call (line in deed to Shynock is only 17½ perches but is a mistake), North 50 degrees 20 minutes West 10 perches to a large hickory marked with six notches (found tree and marks on same) thence with a part of aforesaid tract called "Consolation" which is to be conveyed by John G. Barth to Martha C. Twigg; North 8 degrees West 7 perches to a bounded pine, North 20 degrees 45 minutes East 13½ perches to a stake witnessed by a red oak sapling marked with six notches, North 41 degrees 45 minutes East 16 perches to a bounded white oak tree, South 55 degrees 40 minutes East 1-4/5 perches to a bounded pin oak tree, North 46 degrees 15 minutes East 10-32/100 perches to a bounded black oak tree, North 18 degrees 10 minutes East 18 perches to a bounded chestnut oak tree, North 20 degrees 35 minutes East 15-12/100 perches to a bounded white oak tree, North 28 degrees 40 minutes East 14½ perches to a fence post witnessed by a chestnut oak sapling marked with six notches, said fence post stands at the end of 29-2/5 perches on the second line of that part of aforesaid tract called "Consolation" which was conveyed by A. C. Bevan to Wm. B. Twigg by deed dated March 28, 1908, and recorded among the aforesaid land records in Liber 102, folio 619, thence with the lines thereof as corrected by magnetic variation, South 84 degrees 20 minutes East 12-3/5 perches to a blazed pine tree, North 70 degrees 40 minutes East 40 perches, South 81 degrees 20 minutes East 48½ perches to a large white oak tree marked with ten notches standing in a hollow, said tree is also standing at the end of the third line of that part of aforesaid tract called

"Consolation" which was conveyed by John G. Barth to William T. Soulehan, et al, by deed dated November 6, 1913, and recorded among the aforesaid Land Records in Liber 113, folio 399; thence with the lines thereof as corrected by magnetic variation, South 87 degrees 20 minutes East 30 perches, South 81 degrees 20 minutes East 17 perches to a large black oak tree at corner of fence at a gate, South 51 degrees 40 minutes East 57 perches to a point on the 23rd line of aforesaid tract called "Consolation", thence reversing the lines thereof as corrected by magnetic variation, South 25½ degrees West 61½ perches, South 73½ degrees West 19 perches, South 5½ degrees West 12 perches, South 23-¾ degrees East 29 perches to an old stake witnessed by several marked trees (pointed out by John G. Barth as where original corner stood), South 12½ degrees West 72 perches, North 34-¾ degrees West 36 perches, South 25½ degrees West 26 perches to the place of beginning, containing 344 acres, more or less.

EXCEPTING, HOWEVER, Six parts or parcels thereof which have been conveyed away by the said James C. Twigg and Martha E. Twigg, his wife, or by Martha E. Twigg, widow, subsequent to the death of John C. Twigg; which conveyances are as follows:

Deed to Albert F. Wolfe and wife, dated October 7, 1944, recorded in Liber 191, folio 548, conveying .37 of an acre, more or less; Deed to Nola A. Hartsock dated June 10, 1946, recorded in Liber 210, folio 274, conveying 1.253 acres, more or less; Deed to Marshall Alvin Shyrook and wife, dated March 23, 1948, recorded in Liber 222, folio 202, of said Land Records conveying 7/10 of an acre, more or less; Deed to Jesse E. Shipe and wife, dated May 3, 1950, and recorded in Liber 229, folio 707, conveying 2 acres, more or less; Deed to Eugene E. Carder and wife, dated November 26, 1951, recorded in Liber 236, folio 301 conveying 185-1/5 acres, more or less; and Deed to Harry A. Robertson and wife, dated September 8, 1953, and recorded in Liber 256, folio 105, conveying 8½ acres, more or less, all of the Land Records of Allegany County.

It being a part of the same property which was conveyed unto the said J. C. Twigg and Martha E. Twigg, his wife, by Federal Land Bank of Baltimore, Maryland, by deed dated September 24, 1941, and recorded in Liber 191, folio 545, one of the Land Records of Allegany County. The said J. C. Twigg has since departed this life thus vesting the complete title in and to the said Martha E. Twigg as the survivor.

The saw timber and chestnut oak bark growing on and all the minerals underlying Mosqua Second Part are reserved in earlier deeds.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators, or assigns does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or an Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be due in equity, and the said The Liberty Trust Company, its successors and assigns, or George P. Hughes, its or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary: and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be such on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagor, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective

parties hereto:

WITNESS, the hand and seal of the said mortgagor.

WITNESS:

Martha E. Twigg
Martha E. Twigg

Guerrigan Smith

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 14th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Martha E. Twigg, and she acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make affidavit.



IN WITNESS WHEREOF, I have hereto set my hand and placed my Notarial Seal the day and year above written.

J. A. Sackey
Notary Public

Mtge City

May 24 1954

LIBER 304 PAGE 464

FILED AND RECORDED MAY 18th 1954 at 8:50 A.M.

This Mortgage, Made this 24th day of
May in the year nineteen hundred and fifty-four, by and between

Fred L. Stoudt, widower,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Fred L. Stoudt, widower,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirteen Hundred (\$1300.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of 31x (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Fred L. Stoudt, widower,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated in the Town
of Lonaconing, Allegany County, Maryland, being part of that lot of
land which was conveyed to Duncan R. Sloan by the George's Creek Coal
and Iron Company by deed dated April 18, 1890, and recorded in Liber
No. 68, folio 187, one of the Land Records of Allegany County, Mary-
land, and more particularly described as follows: (Magnetic bearings
reduced to vernier courses and horizontal distances being used
throughout)

BEGINNING for the same at a point at the end of the
first line of a deed from Emma G. Sloan and Mildred K. Sloan to
Robert S. Hamilton, et ux, dated June 14, 1944, and recorded among the
Land Records of Allegany County in Liber No. 198, folio 393, and
running thence with part of the first line of the original whole lot
of which this is a part, North 41½ degrees East 151 feet, more or less,
to the beginning of a tract of land conveyed to Lutalie S. W. Hodgson
by deed of Duncan R. Sloan, et ux, dated March 13, 1917, and recorded
among the Land Records of Allegany County in Liber No. 132, folio 310:
and running thence with the fourth line of said tract reversed, South
54 degrees 32 minutes East 127 feet; thence with part of the third
line of the original tract of which this is a part, South 35 degrees
45 minutes West 24 feet; South 49 degrees West 100 feet; South 58
degrees West 40 feet to the end of the second line of the said
Hamilton's lot; thence with said second line reversed, North 48 degrees
5 minutes West, 96 feet to a stake on the West side of East Main Street.



EXCEPTING, HOWEVER, from the above described parcel of ground all that part thereof which was heretofore conveyed by the said Fred L. Stoudt and Anna M. Stoudt, his then wife, by the following two deeds: namely Deed to Robert B. Thomas, et ux, dated September 3, 1947 and recorded in Liber No. 217, folio 23, of the Land Records of Allegany County, and another deed to the said Robert B. Thomas, et ux, dated January 25, 1949, and recorded in Liber No. 224, folio 155, of said Land Records.

It being part of the same property which was conveyed unto Fred L. Stoudt and Anna M. Stoudt, his wife, by Emma G. Sloan, single and Mildred K. Sloan, single, by deed dated the 20th day of August, 1945, and recorded in Liber No. 205, folio 26, of the Land Records of Allegany County. The said Anna M. Stoudt has since departed this life, thus vesting the complete title in and to said property unto Fred L. Stoudt as the survivor.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred (\$1300.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence

of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

THIRTEEN HUNDRED (\$1300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Fred L. Stoudt (SEAL)
Fred L. Stoudt

James S. McElrath (SEAL)
James S. McElrath

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 4th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Fred L. Stoudt, widower,

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James S. McElrath
Notary Public



Prepared and Mailed by
 Mtge. Barton, Md.
 May 24 1954

PURCHASE MONEY FILED AND RECORDED MAY 18th 1954 at 10:10 A.M.

This Mortgage. Made this tenth day of May
 in the year Nineteen Hundred and Fifty four by and between
 Warren L. Bantz and Virginia M. Bantz, his wife

of Allegheny County, in the State of Maryland
 parties of the first part, and The First National Bank of Barton, Maryland
 a corporation organized under the national banking laws of The United
 States of America

of Barton, Allegheny County, in the State of Maryland
 part Y of the second part, WITNESSETH:

Whereas,

The parties of the first part are indebted unto the
 parties of the second part in the full and just sum of four thousand
 dollars (\$ 4000.00) for money lent, being a part of the purchase
 price of the hereby mortgaged lands, which loan is evidenced by the
 promissory note of the parties of the first part herein, of even date
 herewith, payable on demand with interest to the order of the said
 party of the second part at The First National Bank of Barton, Mary-
 land in the sum of four thousand dollars.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of
 the second part, its successors

and assigns, the following property, to-wit:

That certain land with the improvements
 thereon situated in Allegheny County, Maryland on the southerly side
 of The National Turnpike, about four miles to the westward of the city
 of Cumberland, and being the northeasterly half of lot No. 50 in The
 Allegheny County Improvement Company's National Highway Addition. It
 being also the same property which was conveyed unto the said Warren
 L. Bantz and Virginia M. Bantz, by deed from Charles W. Ross, et ux,
 dated May 10, 1954, which deed is to be recorded among the land records
 of Allegheny County, Maryland at the same time as the recording of this
 purchase money mortgage, and to which deed so recorded a reference is
 hereby made for a more definite and particular description of the said
 property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----
----- heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors -----
or assigns, the aforesaid sum of Four thousand dollars----
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their----- part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns-----
----- may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part-----
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the second
part, its successors-----

and assigns, or Horace P. Whitworth, its-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the first
part, their----- heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s. their----- representatives, heirs or assigns.

And the said parties of the first part-----
----- further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors and -----
assigns, the improvements on the hereby mortgaged land to the amount of at least
Four thousand ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, its successors ---- or assigns, to the extent
of its or ----- their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Alonzo R. Whitworth
Alonzo R. Whitworth

x Warren L. Bantz [SEAL]
Warren L. Bantz

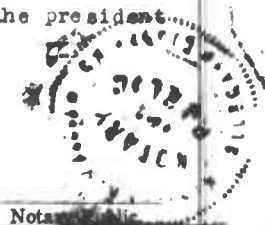
x Virginia M. Bantz [SEAL]
Virginia M. Bantz.

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this tenth----- day of May-----
in the year nineteen Hundred and Fifty four-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Warren L. Bantz and Virginia M. Bantz, husband and wife-----
and each----- acknowledged the foregoing mortgage to be their voluntary-----
act and deed; and at the same time before me also personally appeared Patrick A. Laughlin,
President of The First National Bank of Barton, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president
of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



*See
Rev. L. Laughlin, City
May 24 54*

PURCHASE MONEY FILED AND RECORDED MAY 18" 1954 at 12:25 P.M.
This Mortgage, Made this 12th day of May----- in the
year Nineteen Hundred and ~~Forty~~ Fifty-four----- by and between
Harry G. Grimes and Dorothy D. Grimes, his wife,

of Allegany----- County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Sixty-eight Hundred & 00/100----- (\$6,800.00)----- Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-five & 57/100 - - - - - (\$55.57) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Patterson Avenue in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 20, of Block No. 9, in Rose Hill Addition to Cumberland, and described as follows, to-wit:

Beginning for the same at a point on the southerly side of Patterson Avenue at the end of the first line of Lot No. 19 of said block, and running then with the southerly side of Patterson Avenue, North 82 degrees 8 minutes East 25 feet, then with part of the second line of said Lot No. 20, South 7 degrees 52 minutes East 95 feet to a 10 foot alley, and with it, South 82 degrees 8 minutes West 25 feet to the fourth line of said Lot No. 20, then with part of said fourth line North 7 degrees 52 minutes West 95 feet to the place of beginning.

Being the same property which was conveyed unto Harry G. Grimes and Dorothy D. Grimes, his wife, by deed from John H. Carscaden and Edna P. Carscaden, his wife, dated the 12th day of May, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-eight Hundred & 00/100 - - - - (\$6800.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Homan

Harry G. Grimes

Harry G. Grimes

(SEAL)

Dorothy D. Grimes

Dorothy D. Grimes

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this _____ day of _____

in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry G. Grimes and Dorothy D. Grimes, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the

consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles C. Chasley
Notary Public

RECEIVED
Geo. H. Leggo Atty City
May 24 1954

This Mortgage. FILED AND RECORDED MAY 18th 1954 at 12:25 P.M.
Made this 17th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Robert M. Castleman and Edith May Castleman, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegheny County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Four Hundred & 00/100 - - - (\$2400.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five & 84/100 - - - (\$45.84) - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the south-
easterly side of Virginia Avenue in Cumberland, Maryland, being known and
designated as part of Lot No. 3 on a plat of ground situated on the southeasterly

side of Virginia Avenue, north of and adjoining Holy Cross Church, a plat of which said lots is recorded in Liber 98, folio 658 one of the Land Records of Allegany County, Maryland, and being more particularly described as follows, to-wit:

Beginning for the same at the end of 16.41 feet on the first line of Lot No. 3, said point being in range with the center of the partition wall of the double concrete block and frame dwelling Nos. 8 and 10 Virginia Avenue, a part of which secures this described parcel of land, and running (1) then with the remainder of said first line and with the south-easterly side of Virginia Avenue, North 19 degrees 25 minutes East 19.59 feet to a chiseled cross mark at the end of the division line between Lot 3 and Lot 2; (2) Then with said division line, South 70 degrees 35 minutes East 100 feet to a fence post at the end of said division line; (3) then with part of the third line of Lot No. 3, South 19 degrees 25 minutes East 19.59 feet to a point in range with said partition wall; (4) then with and in range with the center of said partition wall, North 70 degrees 35 minutes East 100 feet to the place of beginning. Description according to survey conducted by C. E. Muzum, C.E., dated April 26, 1947.

Being the same property which was conveyed unto the parties of the first part by deed of Eugene J. Pannone and Frances M. Pannone, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor's may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor's hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Four Hundred & 00/100 - - (\$2400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to mature to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Robert M. Castleman

Robert M. Castleman

(SEAL)

Edith M. Castleman

Edith M. Castleman

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of May in the year nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert M. Castleman and Edith May Castleman, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the

consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED MAY 18th 1954 at 12:25 P.M.

KNOW ALL MEN BY THESE PRESENTS, that the First National Bank Of Cumberland, a national banking corporation with its principal place of business in Cumberland, Allegany County, Maryland, in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby release, convey and quitclaim unto Janet S. Heacox and Richard D. Heacox, her husband, their heirs, legal representatives and assigns, all right, title, interest, claim, or demand whatsoever, it may have acquired in, through, or by a certain mortgage dated the 22nd day of February, 1954, and recorded in the office of the Clerk of the Circuit Court of Allegany County, State of Maryland, in Liber 302, Folio 571, one of the Mtg. Records of Allegany County, Maryland, to all that lot, piece or parcel of ground lying and being on the easterly side of Oaklawn Avenue in LaVale, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a stake standing 338.9 feet on the first line of the tract of ground conveyed from Bertram K. Lazarus and Martha R. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, Folio 669, one of the Land Records of Allegany County, and continuing then with the first line (vernier readings calculated to magnetic bearings as of 1935 and with horizontal

measurements) and with the easterly side of Oaklawn Avenue South 39 degrees 22 minutes East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees 38 minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutes West 206.48 feet to a stake, then leaving said line and cutting across the whole tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.

Being part of the property which was conveyed unto Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, by deed of W. Earle Cobey, Trustee, dated February 12, 1946, which is recorded in Liber 207, Folio 221, one of the Land Records of Allegany County, Maryland, the said Wilbur K. Bishop having heretofore departed this life leaving the said Janet S. Bishop Heacox, now intermarried with Richard D. Heacox, as sole owner by operation of law.

Together with all appurtenances and privileges thereunto belonging or appertaining.

This release shall in no manner affect the lien of said mortgage as to the remainder of the premises described therein and not hereby specifically released.

In witness whereof the First National Bank of Cumberland, a national banking corporation, signs the within instrument by the hand of its President, with its corporate seal affixed attested by its Cashier, the 12th. day of May, 1954.

THE FIRST NATIONAL BANK OF CUMBERLAND

by A. W. Tindal
A. W. Tindal, President

ATTEST:

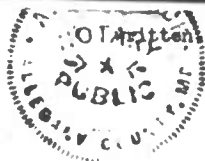
A. W. Tindal
CASHIER

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, that on this 12th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared A. W. Tindal, President of The First National Bank of Cumberland, a national banking corporation, and he acknowledged the foregoing Partial Release of Mortgage to be its corporate act.

In witness whereof, I have hereunto set my hand and Notarial Seal the day and year last above.



A. G. Heineck
NOTARY PUBLIC

My Commission expires May 2, 1953

*Allegany
Res. H. Legge, Atty. Gen.
May 24 1954*

FILED AND RECORDED MAY 18th 1954 at 12:25 P.M.

This Mortgage. Made this 17th day of May, in the
year Nineteen Hundred and ~~Eighty~~ Fifty Four by and between
Janet S. Heacox and Richard D. Heacox, her husband,
of Allegany County, in the State of Maryland,

part ies of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Seventy Five Hundred (\$7500.00) Dollars,
which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty One and 60/100 (\$51.60) Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the westerly
side of Oaklawn Avenue in LaVale, Allegany County, Maryland, which said par-
cel is more particularly described as follows, to wit:

Beginning for the same at a stake standing 336.9 feet on the first



line of the tract of ground conveyed from Bertram K. Lazarus and Martha K. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, Folio 689, one of the Land Records of Allegany County, and continuing then with the first line (vernier readings calculated to magnetic bearings as of 1935 and with horizontal measurements) and with the easterly side of Oaklawn Avenue South 39 degrees 22 minutes East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees 38 minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutes West 206.48 feet to a stake, then leaving said line and cutting across the whole tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.

Being part of the property which was conveyed unto Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, by deed of W. Earle Cobey, Trustee, dated February 12, 1946, which is recorded in Liber

207, Folio 221, one of the Land Records of Allegany County, Maryland,

the said Wilbur K. Bishop having heretofore departed this life leaving

the said Janet S. Bishop Heacox, now intermarried with Richard D.

Heacox, as sole owner by operation of law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenants that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in

some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said mortgagor s. further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy Five Hundred (\$7500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s. as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s. to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s. by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s. their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest:

William H. Harman

Janet S. Heacox

(SEAL)

JANET S. HEACOX

Richard D. Heacox

(SEAL)

RICHARD D. HEACOX

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of May,

in the year nineteen hundred and seventy Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Janet S. Heacox and Richard D. Heacox, her husband,

the said mortgagor s. herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



I HEREBY certify my hand and Notarial Seal the day and year aforesaid.

Notary Public

September 9th 1954
 For value received, the First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage.
 Witness the signature of Lynn C. Lashley, its president, and the Corporate Seal of said Corporation, attested by its Secretary, Gerald L. Harrison, the day and year above written.
 (Corporate Seal) First Federal Savings and Loan Association of Cumberland
 By: Gerald L. Harrison Secretary
 By: Lynn C. Lashley President
 9-16-54

Compared and Mailed *Enclosed*
 To *Mtgee City*
May 24 1954

FILED AND RECORDED MAY 18th 1954 at 3:00 P.M

THIS MORTGAGE, Made this 17th day of May, 1954, by and between EDNA C. ROOT and LAKIN ROOT, her husband, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Five Thousand Five Hundred (\$5,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty One Dollars and Ten Cents (\$61.10) on account of interest and principal, beginning on the 17th day of June, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure

the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which

would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel of ground situated in the City of Cumberland, in Allegany County, State of Maryland, and designated and known as Lot No. 52 in Highland Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of fifty feet on a line drawn South 14 degrees 2 minutes West from the end of the first line of Lot No. 51 in said Addition, said beginning point being at the intersection of the West side of a 12 foot alley with the South side of First Street, and running thence South 14 degrees and 2 minutes West 40 feet with the West side of a 12 foot alley; then North 75 degrees 58 minutes West 105 feet to Pennsylvania Avenue; then North 14 degrees 2 minutes East 40 feet to First Street; then with the South side of First Street, South 75 degrees 58 minutes East 105 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by W. E. McDonald, Executor of the last Will and Testament of Mary C. Rees, deceased, to the said Edna G. Root and Lakin Root, her husband, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging, or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall

pay to the said party of the second part, its successors or assigns, the aforesaid sum of Five Thousand Five Hundred (\$5,500.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be in manner following, to-wit: By giving at least twenty days' notice of the time place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage,

including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five Thousand Five Hundred (\$5,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Edna G. Root (SEAL)
Edna G. Root

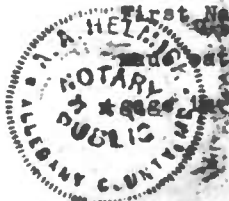
Lakin Root (SEAL)
Lakin Root

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of May, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDNA G. ROOT and LAKIN ROOT, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage was true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



A. A. Helmick
Notary Public
My Commission expires May 2, 1955

Compared and Mailed *Kennedy*
To *Mtger City*
May 24 1954

FILED AND RECORDED MAY 19 1954 at 11:45 A.M.

THIS MORTGAGE, Made this 3rd day of May 1954, ~~December~~, 1953, by and between DISTRICT NO. 16 VOLUNTEER FIRE DEPARTMENT, INC., of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Six Thousand (\$6,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of not less than Fifty Dollars and Sixty Four Cents (\$50.64) beginning on the 13th day of June, 1954, and a like and equal sum of not less than Fifty Dollars and Sixty Four Cents (\$50.64) on the said 13th day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt until the 3rd day of May, 1964, when the entire unpaid principal debt together with interest due thereon shall become due and payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage debt-



edness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that tract or parcel of ground situated at North Branch, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the sixth line or parcel of ground conveyed by John L. Siebert et ux, et al. to Elmer Edward Martin et ux, by deed dated the 4th day of January, 1939, and recorded in Liber No. 179, folio 690, one of the Land Records of Allegany County; said stake stands on the Southwest side of the old County Road leading from the Unl Highway to North Branch, and running thence (magnetic bearings of 1937) and with the Southwest side of said road North 54 degrees and 55 minutes West 600 feet more or less, until it intersects the division line of the Estate of John L. Siebert Farm, thence with the division line of said farm in a Southwesterly direction 150 feet more or less until it intersects the Northerly edge of right-of-way of the Western Maryland Railroad, thence with the said Northerly side of right-of-way in a Southeasterly direction 625 feet, more or less, to the end of the fifth line of the aforementioned Elmer Edward Martin parcel of ground; thence with the sixth line of said deed, North 26 degrees and 10 minutes East 102.5 feet, more or less, to the beginning; containing one and one-half acres, more or less.

It being the same property conveyed to the party of the first part by deed of Anna A. Siebert, widow, et al., dated the 19th day of June, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 204, folio 332.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said party of the first part, its successors or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may

be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, its

successors or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, its successors or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon as part of the mortgage debt.

IN WITNESS WHEREOF District No. 16 Volunteer Fire Department, Inc. has caused its corporate name to be signed hereto by its President, and its corporate seal to be affixed by its Secretary.



District No. 16 Volunteer Fire Department, Incorporated

By Delbert A. Valentine
President

Charles H. Merritt
Secretary

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 3rd day of May, ¹⁹⁵⁴~~1953~~, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Delbert A. Valentine, President of District No. 16 Volunteer Fire Department, Inc., a corporation, and acknowledged the foregoing mortgage to be the act and deed of said District No. 16 Volunteer Fire Department, Inc., and at the same time before me also personally appeared Albert W. Tindal, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel W. Ceder
Notary Public
My Commission expires May 2, 1955

Compared and Mailed *James*
 To *Walter Riggler & Co.*
May 24 1954

FILED AND RECORDED MAY 19 1954 at 10:20 A.M.

THIS MORTGAGE, made on this the *17th* day of May, 1954, by and between Walter M. Riggelman and Dorothy L. Riggelman, his wife, of McCoole, Allegany County, Maryland, parties of the first part, and Fred Hamill, of Keyser, Mineral County, West Virginia, party of the second part:

WITNESSETH, that, whereas the said Walter M. Riggelman and Dorothy L. Riggelman, his wife, parties of the first part, are indebted to the said Fred Hamill, party of the second part, in the full sum of Four Thousand Two Hundred Dollars [\$4,200.00], as evidenced by the negotiable promissory interest bearing note of the said Walter M. Riggelman and Dorothy L. Riggelman, bearing even date herewith, and payable to the said Fred Hamill, or order, on demand, and which said note provides therein that monthly payments of at least Fifty Dollars shall be made on the principal and interest, one of which payments is due on the *17th* day of *June*, 1954, and on the same day of each succeeding month thereafter until the entire principal amount, together with all interest accruing thereon at the rate of six per centum [6%] per annum, has been paid, to secure the payment of which said note, this mortgage is given.

Now, therefore, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, the said Walter M. Riggelman and Dorothy L. Riggelman, his wife, do hereby give, grant, bargain and sell, convey, release and confirm unto the said Fred Hamill, his heirs and assigns, ~~all~~ that piece or parcel of ground situated, lying and being in the village of McCoole, Allegany County, State of Maryland,



D. C. HOTT
ATTORNEY-AT-LAW
KEYSER, W. VA.

particularly described as follows:

Lot No. 31 is laid down on the plat of record in Deed Book No. 65, page 322, of the Allegany County Land Records, and which lot is approximately 50 feet by 150 feet, extending from Piedmont Alley to Maryland Avenue, and situated on the corner of Davis Street and Maryland Avenue, located in the City of Davis, in the West Virginia Division No. 32 of the same Division, in the Northern Maryland Avenue, and bounded by Piedmont Alley, and being all of the real estate hereinafter conveyed to the said Walter M. Riggleman and Dorothy L. Riggleman and his wife, by Arthur R. Stanley, et alius, by deed dated the 24th day of October, 1945, and which said deed is recorded among the land records of Allegany County, Maryland, in Liber R. J. No. 212, Folio 66.

Together with the buildings and improvements therein and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

Provided, that if the said Walter M. Riggleman and Dorothy L. Riggleman, his wife, or either of them, or their heirs, executors, administrators or assigns, do and shall pay to the said Fred Hamill, his executor, administrator or assigns, the sum of Four Thousand Two Hundred Dollars [\$4,200.00], together with the interest thereon, as and when the same shall become due and payable, and in the mean time do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said Walter M. Riggleman and Dorothy L. Riggleman, his wife, shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, said Walter M. Riggleman and Dorothy L. Riggleman, his wife, or their heirs, do hereby covenant to pay when legally demandable.

But if default be made in the payment of said money, or the interest thereon to accrue, or in any part of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this

D. C. HOTT
ATTORNEY-AT-LAW
KEYSER, W. VA.

mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Fred Hamill, his heirs or assigns, or attorney or agent, at any time after such default, to sell the property hereby mortgaged, and to grant and convey said property to the purchaser or purchasers thereof, and such sale shall be made in the name of the said Fred Hamill, his heirs or assigns, at the time, place, manner and terms of sale as shall be required by the Circuit Court for the County of Allegany, Maryland, and such other proceedings and proceedings as the said Fred Hamill, his heirs or assigns, may be deemed to expedient and in the event of a sale of said property, and the proceeds thereof, the proceeds arising from such sale, the net proceeds, less payment of all expenses incurred in such sale, including a fee of five dollars and a commission of all said proceeds for making sale of property by virtue of the power of a court having equity jurisdiction in the State of Maryland, shall be, in the payment of all claims of the mortgagee, Fred Hamill, his heirs or assigns, and in this mortgage, whereby the same shall have priority or not, and the surplus, if any, shall be paid to the said Walter N. Friedman and Dorothy L. Friedman, his wife, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same.

And said mortgagors do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the power hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Allegany County, Maryland, in equity, which said expenses, costs and commission said mortgagors covenant to pay; and said mortgagee, Fred Hamill, his heirs or assigns, or attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And said mortgagors do further covenant to insure, and, pending the existence of this mortgage, to keep insured in some reliable insurance company, the improvements on the hereby mortgaged land to the

amount of at least Four Thousand Dollars [\$4,000.00], and to cause a policy to be effected thereon to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of said mortgagee, Fred Hamill, or his heirs or assigns.

Witness our hands and seals this 17th day of May, 1954.

ATTEST:

W. E. Orr

W. E. Orr

W. E. Orr

Walter M. Riggelman
Walter M. Riggelman

Dorothy L. Riggelman
Dorothy L. Riggelman

Fred Hamill
Fred Hamill

State of West Virginia,

County of Mineral, to wit:

I hereby certify that on this the 17th day of May, 1954, before me, a Notary Public of said State and County aforesaid, personally appeared Walter M. Riggelman and Dorothy L. Riggelman, his wife, the mortgagors in the foregoing mortgage and acknowledged the foregoing mortgage to be their act. At the same time also appeared Fred Hamill, mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial seal this 17th day of May, 1954.

D. C. HOPE
ATTORNEY-AT-LAW
KEYSER, W. VA.

My Commission Expires

May 8, 1957

Janet L. Tyler
Notary Public

*For deed of release of mortgage see Mortgage Record
Liber No. 306 Folio No. 265*

Compared and Mailed *10000*
To *Mtge Frostburg Md*
May 24 1954

LIBER 304 PAGE 492

PURCHASE MONEY

FILED AND RECORDED MAY 19th 1954 at 1:10 P.M.

This Mortgage. Made this 13th. day of May in the year
Nineteen Hundred and Fifty -four by and between

IVAN W. GODLOVE and EMILY W. GODLOVE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

Thirty-Two Hundred - - - - -00/00 Dollars

(\$3,200.00) with interest at the rate of Four & 1/2 per centum (4 1/2 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Twenty-seven - - - - -14/00 Dollars,

(\$27.14) commencing on the 1st. day of July, 1954, and on the 1st. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 13th. day of May, 1967 ~~x195x~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot or parcel of land known as Lot Number Thirty-two (32) of the lots laid out by Ford, Percy and Armstrong, situate in the Village of Vale Summit in Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a fence post standing at the end of the fourth line of said Lot No. 32, it being also North 32 degrees 05 minutes East 32.80 feet from the most Northeast corner of the dwelling house as now located on the herein described Lot and running thence with the fourth, third, second and first lines of said Lot reversed, South 3 degrees 18 minutes West 136.00 feet; thence North 86 degrees 42 minutes West 50.00 feet; thence North 3 degrees 18 minutes East 150.00 feet; thence North 86 degrees 30 minutes East 50.38 feet to the beginning.

BEING the same property conveyed to James H. Scott et ux, by deed from Duncan J. Sloan, Executor, dated January 7, 1910 and recorded in Liber No. 105, folio 499, one of the Land Records of Allegany County, Maryland.

SECOND PARCEL

All that lot or parcel of land known as Lot Number Thirty-three (33) of the lots laid out by Ford, Percy and Armstrong in Vele Summit, Maryland, as sforesaid and described as follows:

BEGINNING for the same at the end of the third line of the 'First Parcel' herein and running thence with said third line reversed, South 3 degrees 18 minutes West 130.0 feet; thence North 86 degrees 42 minutes West 50.00 feet; thence North 3 degrees 18 minutes East 124.00 feet; thence North 86 degrees 30 minutes East 50.38 feet to the beginning.

BEING THE same property conveyed to the ssid James Henry Scott et ux, by deed from James Edward Finn et ux, dated May 26, 1937 and recorded in Liber No. 177, folio 630 among said Land Records of Allegany County, Maryland.

THIRD PARCEL

All that parcel of land adjoining the above described First and Second Parcels, being on the South and East sides of said parcels and more particularly described as follows:

BEGINNING for the same at the end of the third line of the 'Second Parcel' and running thence with it, reversed, South 3 degrees 18 minutes West 124.00 feet; thence with the second line of said 'Second Parcel' end also second line of 'First Parcel', reversed, South 86 degrees 42 minutes East 100.00 feet to an old fence line; thence with said old fence line. South 3 degrees 18 minutes West 96.50 feet; thence South 80 degrees 10 minutes West 57.00 feet to a fence post; thence North 24 degrees 10 minutes West 62.50 feet to a fence post; thence North 16 degrees 18 minutes West 97.60 feet to a fence post; thence North 5 degrees 17 minutes West 83.50 feet to a fence post; thence North 86 degrees 30 minutes East 30.00 feet to the beginning.

THE sforesaid three parcels of land being the same property which was conveyed to the said Ivan W. Godlove and Emily W. Godlove, his wife, by deed of even date herewith from the said James Henry Scott, widower, which is intended to be recorded among said Land Records of Allegany County, Maryland, simultaneously with this Mortgage, which is executed to secure a part of the purchase price of the above described property and is, in whole, A PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-two Hundred - - - - - 00/00 (\$ 3,200.00) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Face
Ralph M. Face

Ivan W. Godlove
IVAN W. GODLOVE (SEAL)

Ralph M. Face
Ralph M. Face

Emily W. Godlove
EMILY W. GODLOVE (SEAL)

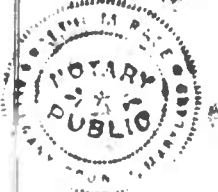
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th. day of May in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

IVAN W. GODLOVE and EMILY W. GODLOVE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day
and year above written.



Ralph M. Face
Ralph M. Face Notary Public

FILED AND RECORDED MAY 19th 1954 at 9:40 A.M.

This Mortgage, Made this 17th day of
MAY in the year nineteen hundred and fifty-four, by and between

Ernest W. Holt and Grace S. Holt, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ernest W. Holt and Grace S. Holt, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Nine Hundred Fifty (\$950.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Ernest W. Holt and Grace S. Holt, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit: "

All that lot or parcel of ground situated on the West
side of Main Street in Barreldville, Allegany County, State of Maryland,
formerly owned by the Cumberland Company, and more particularly des-
cribed as follows: to-wit:



colored as follows, to-wit:

BEGINNING for the same at an iron pipe stake, standing on the West side of Main Street, said stake also stands 249-99/100 feet on the 1st line of Parcel No. 1 conveyed by the Cumberland Company to the Investors Realty Corporation, by deed dated the 20th day of September, 1940, and recorded in Liber No. 188, folio 13, one of the Land Records of Allegany County, and continuing thence with part of the said remaining line (vernier readings reduced to Magnetic Bearings as of the original deed and with horizontal measurements) North 8 degrees and 38 minutes West 45-2/10 feet to an iron pipe stake, thence leaving Main Street and cutting across the aforementioned First Parcel South 82 degrees and 34 minutes West 227 feet to an iron pipe stake standing 44-85/100 feet on the 5th line of the aforementioned 1st Parcel, thence with part of said 5th line, South 5 degrees and 1 minute West 46-26/100 feet to an iron pipe stake, thence again cutting across said 1st parcel, North 82 degrees and 34 minutes East 238-3/10 feet to the beginning, containing 23⁹/100⁰ acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Investors Realty Corporation by deed dated the 20th day of April, 1943, and recorded in Liber No. 196, folio 55, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred Fifty (\$950.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS MORTGAGE shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mort-

gage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nine Hundred Fifty (\$950.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ernest W. Holt (SEAL)
Ernest W. Holt

Thomas L. Keesh

Grace S. Holt (SEAL)
Grace S. Holt

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30th day of April in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ernest W. Holt and Grace S. Holt, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

John E. Winnet


Compared and found correct
To Earle C. Cady Atty. Atty.
May 27 1954

LIBER 304 PAGE 498

FILED AND RECORDED MAY 19 1954 at 1:30 P.M.

This Mortgage, Made this 19th day of May
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM M. GEORGE and EMILY F. GEORGE, His wife

of Allegany County County, in the State of Maryland
parties of the first part, and ELIZABETH K. COBEY

of Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto
the party of the second part in the full and just sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3000.00)

payable one year after date of these presents, together with in-
terest thereon at the rate of six per centum per annum, payable
quarterly, which said indebtedness, together with interest as
aforesaid, the said parties of the first part hereby covenant to
pay to the said party of the second part, her heirs and assigns,
as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order, to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said party of
of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany
County, situate in the City of Cumberland, and more particular described
as follows:

BEGINNING for the same at a point on the southerly side of Cole
Street (formerly Frost Street) at a point one hundred feet distant
from the end of the second line of a deed from Annie Frost and others
to Helen Fisher, dated March , 1923, and recorded among the Land
Records of Allegany County, Maryland, in Liber No. 142, folio 700, and
running thence with the southerly side of said Cole Street South forty-
one degrees forty-five minutes East eighty-one feet, thence at right
angles to the said street South forty-eight degrees fifteen minutes
West two hundred thirty-three and thirty-five hundredths feet to the
third line of a deed to Charles Frost dated April 26, 1910, and re-
corded among the aforesaid Land Records in Liber No. 106, folio 26,
thence reversing part of the third line of said deed, as corrected,
North forty-six degrees twenty-six minutes West eighty-one feet, thence
North forty-eight degrees fifteen minutes East two hundred forty feet
to the place of beginning.

IT being the same property which was conveyed by Margaret McLuckie
Klingbiel and husband to the parties of the first part by deed dated
August 23, 1941 and recorded among the Land Records of Allegany County,
Maryland in Liber No. 191, folio 155.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part of the second part, her heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their personal representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND- - - - -00/100 (\$3000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

Winifred A. Begler

William M. George [Seal]
WILLIAM M. GEORGE

Winifred A. Begler

Emily F. George [Seal]
EMILY F. GEORGE

State of Maryland,

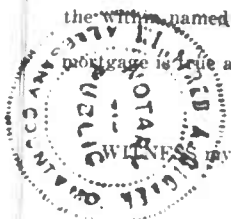
Allegany County, to-wit:

I hereby certify, That on this 19th day of May
in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM M. GEORGE and EMILY F. GEORGE, his wife,

and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared Elizabeth K. Cobey,



the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

by hand and Notarial Seal the day and year aforesaid.

Winifred A. Begler
Notary Public

Compared and Mailed *Received*

To *Wtgers City*

May 24 1954

FILED AND RECORDED MAY 19 1954 at 3:10 P.M.

This Mortgage, Made this 18th day of
May, in the year nineteen hundred and Four by and between

Frank Cantone and Antoinetta Cantone, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Three Thousand Eight Hundred (\$3,800.00) Dollars,
for which they have given their promissory note of even date herewith payable on
or before one year after date with interest at the rate of 5% per annum in monthly
payments on the principal and interest of not less than One Hundred (\$100.00)
Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, In consideration of the premises, and in order to secure the prompt payment



of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All that lot or parcel of ground situated on the Northerly side of Green Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 19 of the Original Town Lots of Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the Northerly side of Green Street at a point distant (in 1806) South $83\frac{1}{2}$ degrees East 70 feet from the intersection of the Northerly side of Green Street with the Easterly side of Paw Paw Alley, and running thence with the Northerly side of Green Street, South $83\frac{1}{2}$ degrees East 31 feet; then parallel with Paw Paw Alley, North $6\frac{1}{2}$ degrees East 176 feet; then parallel with Green Street, North $83\frac{1}{2}$ degrees West 31 feet; then parallel with Paw Paw Alley, South $6\frac{1}{2}$ degrees West 176 feet to the place of beginning.

Second. All that lot or parcel of ground situated on the Northerly side of Green Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 19 of the Original Town Lots of Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the Northerly side of Green Street at a point distant (1806) South $83\frac{1}{2}$ degrees East 30 feet from the intersection of the Northerly side of Green Street with the Easterly side of Paw Paw Alley, and running thence with the Northerly side of Green Street, South $83\frac{1}{2}$ degrees East 40 feet; then parallel with Paw Paw Alley, North $6\frac{1}{2}$ degrees East 176 feet; then parallel with Green Street, North $83\frac{1}{2}$ degrees West 40 feet; then parallel with Paw Paw Alley, South $6\frac{1}{2}$ degrees West 176 feet to the place of beginning.

Being the same property conveyed by the Home Owners' Loan Corporation to Frank Cantone by deed dated April 28, 1943, and recorded in Liber No. 196, folio 79, one of the Land Records of Allegany County, Maryland, and being also the same property conveyed by Thomas N. Berry, Trustee, to Frank Cantone and Antoinetta Cantone, his wife, by deed dated September 11, 1952, and recorded in Liber No. 244, folio 268, one of the Land Records of Allegany County, Maryland. Reference to said deeds is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Three Thousand Eight Hundred (\$3,800.00)- dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby, intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Three Thousand Eight Hundred (\$3,800.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors.

Attest:

William C. Dudley

Frank Cantone (SEAL)
Frank Cantone
Antoinetta Cantone (SEAL)
Antoinetta Cantone

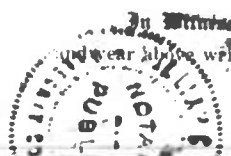
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this — 18th — day of May,
in the year nineteen hundred and Four before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Frank Cantone and Antoinetta Cantone, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same

time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Dudley
Notary Public

Compared and tested

Notary City

May 27 1954

FILED AND RECORDED MAY 20th 1954 at 9:00 A.M.

PURCHASE MONEY

THIS MORTGAGE, Made this *18th* day of May, 1954, by and between Ronald Y. Lohr and Marian B. Lohr, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Elizabeth Rhodes Buchanan, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Six Thousand (\$6,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 30th day of June, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together

with the interest thereon, the said Ronald Y. Lohr and Marian B. Lohr, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Elizabeth Rhodes Buchanan, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Easterly side of Oldtown Road in Flintstone District, Allegany County, Maryland, comprising a part of a tract of land called "Scopid" which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a point $8\frac{1}{2}$ feet Northerly of a forked red oak standing on the Easterly side of the Oldtown Road and running then South $58\frac{1}{2}$ degrees East 119 perches to a locust stake at the beginning of the parcel of ground conveyed by Palmer W. Bottenfield, et ux, to Thomas Dolan, et ux, by deed dated November 8, 1912, which is recorded in Liber No. 111, folio 170, one of the Land Records of Allegany County, Maryland, and then reversing the 7th line of said Dolan deed, South 38 degrees West 80 perches to a locust stake at the end of the 6th line of said Dolan tract of land, then North 64 degrees West 103 perches to the Easterly side of the Oldtown Road, and then with said road, North 10 degrees East 16 perches North 25 degrees East 20 perches, North 31 degrees East 29 perches to the beginning of a deed from Thomas Twigg to Oliver Twigg and then continuing with said Oldtown Road by a straight line to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Palmer W. Bottenfield, widower, by deed dated the day of May, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to ow, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising

shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS our hands and seals the day and year above written.

WITNESS:

Gurrogan Smith

Ronald Y. Lohr (SEAL)
Ronald Y. Lohr

Marian B. Lohr (SEAL)
Marian B. Lohr

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 18th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Ronald Y. Lohr and Marian B. Lohr, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Wm. M. Hume
Notary Public



Compare and ~~Made~~ Delivered 6

To Nutley City

LIBER 304 PAGE 507

FILED AND RECORDED MAY 20th 1954 at 9:00 A.M.

This Mortgage, Made this 18th day of May ~~January~~ in the year nineteen hundred and fifty-four, by and between Floyd Grapes and Ethel K. Grapes, his wife,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said
Floyd Grapes and Ethel K. Grapes, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954
June 30.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Floyd Grapes and Ethel K. Grapes, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece and parcel of ground lying on Glenwood Street, in the City of Cumberland, Allegany County, Maryland, (formerly Wine Street), it being Lot No. 38, on the Plat of Minke and Willison Addition to Cumberland, which said plat is recorded among the Land Records of Allegany County in Liber H. R. No. 28, folio 700, said lot fronts Fifty feet on said Glenwood Street and runs back equal width one hundred fifty feet on said Glenwood Street and runs back equal width one hundred and twenty feet to Grape Alley, and is fully described in a deed for the same from Christopher Kelly and wife to the Real Estate and Building Company of Cumberland, Maryland, dated May 31, 1897, and recorded in Liber T. L. No. 81, folio 228, reference to which said deed and Plat is hereby made.

It being the same property which was conveyed unto the said Mortgagors by Earl E. Manges, Trustee, by deed dated February 10, 1953, and recorded in Liber No. 250, folio 39, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, THIS mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost



of any repair, alterations or improvements to the mortgaged property as provided by Chapter 323 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Floyd Grapes (SEAL)
Floyd Grapes

Ethel K. Grapes (SEAL)
Ethel K. Grapes

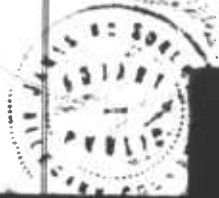
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 18th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Floyd Grapes and Ethel K. Grapes, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Loring
Notary Public

Compared and Mailed *correct*
To Farmers & Merchants Bank
Keyser W. Va.
June 7 1954

FILED AND RECORDED MAY 20th 1954 at 11:00 A.M.

This Mortgage, Made this 19th day of May
in the year Nineteen Hundred and Fifty-Four, by and between

George D. Cook and Mildred E. Cook, his wife

of Mineral County, in the State of West Virginia
parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia
party of the second part, WITNESSETH:

Whereas, the said George D. Cook and Mildred E. Cook, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Three Thousand Dollars (\$3000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Three Thousand Dollars (\$3000.00), with interest thereon at six per cent (6%) per annum, wherein the said George D. Cook and Mildred E. Cook, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable on the 15th of each month in equal monthly installments of Thirty-Five Dollars (\$35.00) per month until principal and interest is fully paid.

This is a purchase money mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George D. Cook and Mildred E. Cook

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

BEGINNING at an iron stake in the first line of the 0.97 of one acre tract, conveyed unto James A. Lease and wife, 17 feet from the beginning of said line, and running thence with the remainder of said line, S. 38° 10' E. 154.5 feet to an iron stake, his corner, thence with another line thereof, S. 45° 45' E. 453.5 feet to a hickory tree in the east original line; thence with a portion of same reversed, N. 45° 00' E. 65 feet to a stonepile in said line; thence making division lines, N. 41° 10' W. 585 feet to an iron stake in the east line of a private road; thence with same S. 63° 00' W. 95 feet to the place of the BEGINNING, containing 1.15 acres, more or less, and being the same property which was conveyed unto the said George D. Cook and Mildred E. Cook, his wife, as Tenants by the Entireties from Joseph H. Cooper, et al., heirs of W. A. Roby, deceased, by deed bearing date the 23rd day of September, 1952, which deed is to be recorded among the land records of Allegany County, Maryland prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George D. Cook and Mildred E. Cook, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, W. Va., a corporation, its executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said George D. Cook and Mildred E. Cook, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said George D. Cook and Mildred E. Cook, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon, ~~his executor, administrator or assigns, or~~ are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said George D. Cook and Mildred E. Cook, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor, its ~~representative, heirs or assigns.~~

And the said George D. Cook and Mildred E. Cook

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars (\$3000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~XXXXXX~~ assigns, to the extent of its ~~XXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

F. C. Boor George D. Cook [SEAL]
M. Howard Rogers Mildred E. Cook [SEAL]
George D. Cook
Mildred E. Cook

WEST VIRGINIA
State of ~~Maryland~~.
MINERAL
Allegany County, to-wit:

I hereby certify. That on this 19th day of May in the year nineteen Hundred and Fifty - Four before me, the subscriber, a Notary Public of the State of ~~Maryland~~ West Virginia in and for said County, personally appeared

George D. Cook and Mildred E. Cook, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier for the Farmers and Merchants Bank of Keyser, W.Va., a corporation within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Francis E. Kemper
Notary Public.

Compared and found correct
To Geo. H. Leggett Atty. City
1954

LIBER 304 PAGE 512

FILED AND RECORDED MAY 20th 1954 at 12:15 P.M.

This Mortgage, Made this 20th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty Four by and between

George E. Deremer (widower)

of Allegany County, in the State of Maryland,

part y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of

Four Thousand (\$4,000.00)

Dollars

which said sum the mortgagor agrees to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty Two and 69/100 (\$32.69) Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of ground situated on the westerly side of Hill
Top Drive in the City of Cumberland, Allegany County, Maryland, known and
designated as Lot "o 8, Block No. 10, in Cumberland Heights Addition, a
plat of which said addition is recorded in Liber 1, Folio 42, one of the
Plat Records of Allegany County, Maryland, which said lot is more par-
ticularly described as follows, to-wit:

Beginning for the same on the westerly side of Hill Top Drive at the
end of the first line of Lot No. 7, Block No. 10, in said addition, and run-
ning then with the westerly side of Hill Top Drive by a curve to the left
of 18 degrees 16 minutes and 20 seconds for a chord distance of 35.78 feet,
then with the radius of said curve extended North 62 degrees 42 minutes West
105 feet to an alley, then with said alley by a curve to the right of 13
degrees 40 minutes and 40 seconds for a chord distance of 47.78 feet to the
end of the second line of said Lot No. 7, and then with said second line
reversed South 56 degrees 10 minutes East 105 feet to the place of begin-
ning.

Being the same property which was conveyed unto George E. Deremer
and Elizabeth Deremer, his wife, as tenants by the entireties by deed of



Harry W. Critchfield et ux dated November 8, 1937, which is recorded in Liber 179, Folio 195, one of the Land Records of Allegany County, Maryland, the said Elizabeth Deremer having heretofore departed this life leaving the said George E. Deremer as sole owner by operation of law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and does covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for himself and his heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the

immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest:

William H. Harman

George E. Deremer (SEAL)

George E. Deremer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20th day of May,

in the year nineteen hundred and ~~four~~ fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George E. Deremer (widower)

the said mortgagor herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Lege, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due ~~form~~ of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

FILED AND RECORDED MAY 20th 1954 at 11:00 A.M.

This Mortgage, Made this 20th day of May -
in the year Nineteen Hundred and Fifty - four, by and between

Jasper G. Harrison and Gladys I. Harrison, his wife

of Allegany County, in the State of Maryland
parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation

of Mineral County, in the State of West Virginia
party of the second part, WITNESSETH:

Whereas, the said Jasper G. Harrison and Gladys I. Harrison, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Two Thousand Two Hundred Dollars (\$2200.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Two Thousand Two Hundred Dollars (\$2200.00), with interest thereon at six per cent (6%) per annum, wherein the said Jasper G. Harrison and Gladys I. Harrison, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable in equal monthly installments of Forty-five Dollars (\$45.00) per month until principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Jasper G. Harrison and Gladys I. Harrison

do give, grant, bargain and sell, convey, release and confirm unto the said

Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All that certain real estate situated in Election District 31 near the village of McCooles, in Allegany County, Maryland, BEGINNING for the same at a large post in the South Boundary line of Howard Street, between Main and West Streets, also located North 21 degrees 8 minutes East 15.4 feet from the North corner of the foundation of the residence on this lot, and being the third corner of the lot of which this is a part, and running thence with a portion of the third

line thereof by old call (M. B. 1896), South 35 degrees West 149.5 feet to an iron stake in said line; thence crossing original lot South 55 degrees East 50 feet to another iron stake in the first original line; thence with a portion of said line North 35 degrees West 149.5 feet to a point 6 inches beyond a post stub in the street line first above mentioned; thence with said street line North 55 degrees West 50 feet to the place of the BEGINNING, containing 0.13 of an acre, more or less, and being the same real estate which was conveyed to Jasper G. Harrison and Gladys I. Harrison as Tenants by the last will of Martha Eve Clark, Executrix, et al., by deed dated the 21st day of January, 1940, and recorded in the land records of Allegheny County, Maryland, in Liber Number 224, folio 10.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Jasper G. Harrison and Gladys I. Harrison, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its executor, administrator or assigns, the aforesaid sum of Two Thousand Two Hundred Dollars (\$2200.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Jasper G. Harrison and Gladys I. Harrison

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Jasper G. Harrison and Gladys I.

Harrison

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and

Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon, Agent ~~for the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its~~ are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Jasper G. Harrison and Gladys I. Harrison, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor, its ~~representative or assigns.~~

And the said Jasper J. Harrison and Gladys I. Harrison

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Two Hundred (\$2200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~assigns or~~ assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

F. C. Boor

F. C. Boor

Jasper J. Harrison (SEAL)

Gladys I. Harrison (SEAL)

Gladys I. Harrison

State of ~~Maryland~~ WEST VIRGINIA,
MINERAL
Allegany County, to-wit:

I hereby certify. That on this 20th day of May in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, and for said County, personally appeared Jasper J. Harrison and Gladys I. Harrison and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier for the Farmers and Merchants Bank of Keyser, W. Va., a corporation, the ~~within~~ named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Francis Belle Kemphf
Notary Public

Compared and ~~Made~~ Delivered &

To Rev. St. Leger City
1954

LIBER 304 PAGE 518

FILED AND RECORDED MAY 20th 1954 at 12:15 P.M.

This Mortgage, Made this 18th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Randolph H. Lytle and Florence R. Lytle, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Hundred & 00/100 - - - - - (\$1400.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty & 46/100 - - - - - (\$20.46) - - - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following lot and parcel of ground lying and being in Election District No. 23 in Cumberland, Allegany County, Maryland, and designated as part of Lot No. 388 on the plat of Welsh Bedford Heights Second Addition as recorded in Liber No. 120, folio 349, one of the Land Records of Allegany County, Maryland, said part of said Lot No. 388 being more particularly described as follows, to-wit:

Beginning at a peg on the northerly side of Rosewood Street at the intersection of Rosewood Street with the westerly side of a fifteen foot alley and running then with said street, South 37 degrees 20 minutes West 27½ feet; then North 52 degrees 40 minutes West 165 feet to the southerly side of a twelve foot alley, then with said alley North 37 degrees 20 minutes East 43½ feet to the westerly side of said fifteen foot alley, and then with said alley South 47 degrees 8 minutes East 165.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank L. Grant and Maxine Elizabeth Grant, his wife, dated the 13th day of August, 1951, and recorded among the Land Records of Allegany County, Maryland in Liber No. 234, folio 688.



It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred & 00/100 - - - - - (\$1400.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Randolph H. Lytle (SEAL)

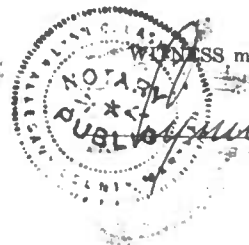
Florence R. Lytle (SEAL)
Florence R. Lytle

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 18th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Randolph H. Lytle and Florence R. Lytle, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Lerge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Lerge
Notary Public

FILED AND RECORDED MAY 20th 1954 at 12:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of MAY in theyear Nineteen Hundred and ~~Forty~~ Fifty-four by and betweenFrancis A. Schoenadel and Carmel G. Schoenadel, his wife,of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand & 00/100 -- -- -- -- -- (\$8000.00) -- -- -- -- -- Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-five & 37/100 -- -- -- -- -- (\$65.37) -- -- -- -- -- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel: All that lot or parcel of ground situated on North Lee Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning at a mark cut in the concrete retaining wall on the Easterly side of North Lee Street, said mark being North 10 degrees 57 minutes East 111.65 feet from the Northerly side of Cumberland Street (as marked by a concrete retaining wall) and running with the Easterly side of North Lee Street, North 10 degrees 57 minutes East 50 feet to a mark cut in the concrete retaining wall; then leaving North Lee street at right angles, South 79 degrees 03 minutes East 109 feet to a hub in the Westerly side of an alley; then running with said alley, South 10 degrees 57 minutes West 10 feet; then crossing said alley, South 79 degrees 03 minutes East 10 feet to that part of the original whole lot conveyed to T. G. Pownall by deed dated December 28, 1907, and recorded in Liber No. 103, folio 33; then reversing the last line thereof, South 10 degrees 57 minutes West 40 feet to a hub; then parallel to Cumberland Street, North 79 degrees 03 minutes West 119 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Albert R. Saum and Phyllis V. Saum, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Second Parcel: All that lot, piece or parcel of ground lying and being on the southwesterly side of Bane Street known and designated as Lot No. 4 in Everline's Addition to LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 118 one of the Land Records of Allegany County, Maryland which said lot is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southwesterly side of Bane Street said stake also standing at the end of the third line of the deed conveyed from Henry A. Everline and Ida B. Everline, his wife, to John L. Trail et ux, dated July 1, 1935, which is recorded in Liber No. 173, folio 208 one of the Land Records of Allegany County, Maryland, (formerly the Elroy S. Fox et ux unrecorded deed) and then reversing the third line of said Trail deed South 65 degrees West 133.5 feet to a stake, then North 22 degrees 30 minutes West 50 feet to a stake, then North 64 degrees 55 minutes East 117.8 feet to a stake standing on the southwesterly side of Bane Street, and then with said street South 40 degrees East 52 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Henry A. Everline and Ida B. Everline, his wife, dated the 13th day of January, 1939, recorded among the Land Records of Allegany County, Maryland in Liber No. 182, folio 364.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lagge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their.

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand & 00/100 - - - - - (\$8000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Herman

Francis A. Schoenadel (SEAL)
Francis A. Schoenadel

Carmel G. Schoenadel (SEAL)
Carmel G. Schoenadel

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 19th day of MAY
in the year nineteen hundred and ~~twenty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis A. Schoenadel and Carmel G. Schoenadel, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notary Seal the day and year aforesaid.

Notary Public

Compared and Mailed *Convey*

To *Walter P. A. Bay 32 City*
June 7 19 54

LIBER 304 PAGE 524

FILED AND RECORDED MAY 20th 1954 at 3:55 P.M.

This Mortgage, Made this 20th day of May
in the year Nineteen Hundred and Fifty four, by and between

Nellie S. Seiler and Elmer E. Seiler, her husband,

of Allegany County, in the State of Maryland

parties of the first part, and

Charles W. Yergan and Grace S. Yergan, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of SIXTEEN HUNDRED AND FIFTY DOLLARS (\$1650.00), as is evidenced by their joint and several promissory note for said sum of money payable to the order of the said parties of the second part, one year after date with interest from date at the rate of six per cent per annum, computed on semi-annual balances; and during the continuance of this indebtedness the said parties of the first part are to pay not less than \$30.00 per month, to be applied first on interest and the balance on the principal, said payments to commence one month after date and to continue ~~until~~ on the same date until said amount with the interest thereon are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Westerly side of Oak Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 31 and 32 in Humbird and Weber's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Oak Street, at a point distant South 19 degrees 18 minutes West 115 feet from the intersection of said side of said street with the Southerly side of Second Street, and running thence with said

side of Oak Street, South 19 degrees 18 minutes West 25 feet, thence North 70 degrees 42 minutes West 175 feet to the Easterly side of a 15 foot alley, then with said alley, North 19 degrees 18 minutes East 25 feet, then South 70 degrees 42 minutes East 175 feet to the beginning. It being the same property conveyed to Paul L. Lee and Nellie S. Lee, his wife, by Jesse E. Utt et ux, by deed dated October 2nd, 1925 and recorded among the Land Records of Allegany County in Liber No. 151, folio 535; the said Paul L. Lee, died in 1928, so that the title to the property became vested in Nellie S. Lee, individually by survivorship; the said Nellie S. Lee, has since inter-married with Elmer E. Seiler.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executors, administrators or assigns, the aforesaid sum of

SIXTEEN HUNDRED AND FIFTY DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their

representatives, heirs or assigns.

And the said

parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least SIXTEEN HUNDRED AND FIFTY DOLLARS Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

As to both:

Charles W. Yergand

Nellie S. Seiler [SEAL]

Elmer E. Seiler [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of May in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Nellie S. Seiler and Elmer E. Seiler, her husband

and both acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Charles W. Yergand, one of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carolyn D. O'Donnell
Notary Public.

Compared and *corrected* by *James H. Lippert*
 To *His Honor Judge* *Atty City*
June 7 1957

FILED AND RECORDED MAY 21st 1954 at 12:20 P.M.

This Mortgage, Made this 26th day of May in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
 The Assembly of God of Cumberland, Allegany County, Maryland, a religious corporation,
 duly incorporated under the laws of the State of Maryland,
 of Allegany County, in the State of Maryland

party of the first part, hereinafter called mortgagor, and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
Forty Thousand & 00/100 - - - - - (\$40,000.00) - - - - - Dollars,

which said sum the mortgagor agrees to repay in installments with interest thereon from
 the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Four Hundred & 00/100 - - - - - (\$400.00) - - - - - Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

FIRST: All that lot or parcel of ground situated on the Easterly side of
 Wallace Street in the City of Cumberland, Allegany County, Maryland, particularly
 described as follows, to-wit:

Beginning for the same at the intersection of the Southwesterly side of North
 Lee Street with the Easterly side of Wallace Street, and running then with said
 side of Wallace Street South 36 degrees 45 minutes West 48 feet, then still with
 said side of Wallace Street South 11 degrees 45 minutes West 48 feet to the lot
 now owned by A. R. D. Banks, then with the Northerly side of said Banks lot, and
 the same extended, South 78 degrees 15 minutes East about 98 feet to North Lee
 Street, then with the Southerly side of said North Lee Street, North 28 degrees
 45 minutes West about 118 feet to the beginning.

It being the same property conveyed by August W. Heinrich and Etta C. Heinrich,
 his wife, to The Assembly of God of Cumberland, Allegany County, Maryland, a corpora-
 tion by deed dated August 11, 1924, and recorded in Liber No. 148, folio 26, Land
 Records of Allegany County, Maryland.

SECOND: All that lot or parcel of ground situated in the City of Cumberland,
 Allegany County, Maryland, known as part of Lot No. 148, of the original Town Lots of
 Cumberland, and which is described as follows, to-wit:

Beginning for the same on the Easterly side of Johnson Street at the end of the first line of the deed from Elizabeth T. Lowndes to Charles A. Morrissey et ux, dated February 12, 1920, and recorded among the Land Records of Allegany County, Maryland in Liber No. 131, folio 522, said beginning being at the end of 60 feet measured in a Northerly direction along the Easterly side of Johnson Street from its intersection with the Northerly side of Fayette Street, and running then with the Easterly side of said Johnson Street South 12 degrees 15 minutes West 60 feet to the Northerly side of Fayette Street; then with the Northerly side of Fayette Street South 77 degrees 40 minutes East 132 feet to the Westerly side of Cumberland (formerly Water) Street; then with the Northerly side of Cumberland Street North 28 degrees West 72.8 feet to the end of the second line of the said deed from Elizabeth T. Lowndes to Charles A. Morrissey et ux, then reversing said second line and parallel with Fayette Street North 83½ degrees West 94.84 feet to the point of beginning on the Southerly side of Johnson Street.

It being the same property conveyed by Tasker G. Lowndes and Elizabeth L. Lowndes to The Assembly of God of Cumberland, Allegany County, Maryland, a religious corporation, by deed dated March 5, 1951, and duly recorded among the Land Records of Allegany County, Maryland in Liber No. 233, folio 411.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that it will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor its heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor its heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the

above commission shall be allowed and paid by the mortgagor, its representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Thousand & 00/100 - - - - - (340,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for itself and its successors, heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, its heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

IN WITNESS WHEREOF, the said The Assembly of God of Cumberland, Allegany County, Maryland, has caused these presents to be signed with its corporate name by its President and its Secretary, and the same to be attested by the signature of its Secretary seal hereto affixed, attested by the signature of its Secretary this 20th day of May, 1954.

Attest:

Wilbur D. Ball, Jr.
Its Secretary

THE ASSEMBLY OF GOD OF CUMBERLAND,
ALLEGANY COUNTY, MARYLAND
Frank J. Fratto
Its President (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 20th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANK J. FRATTO President, and acknowledged the within and foregoing mortgage to be the act and deed of The Assembly of God of Cumberland, Allegany County, Maryland, and at the same time the said FRANK J. FRATTO, President, made oath in due form of law that he is President of The Assembly of God of Cumberland, Allegany County, Maryland, a religious corporation, and duly authorized to acknowledge this mortgage as the act and deed of the aforesaid corporation.

Witness my hand and Notarial Seal the day and year aforesaid.



Ryan C. Ashley
Notary Public

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 20th day of May

in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
~~and did, and at the same time before me also personally appeared~~ George W. Legge
 Attorney and agent for the within named mortgagee and made oath in due form of law, that the
 consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
 in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared with own 11-50-54
 To Geo W. Legge Atty City
June 7 1954

FILED AND RECORDED MAY 21st 1954 at 12:20 P.M.
 PURCHASE MONEY

This Mortgage. Made this 20th day of MAY in the
 year Nineteen Hundred and ~~forty~~ Fifty-four by and between

William Dale Timbrook

of Allegany County, in the State of Maryland

party of the first part, hereinafter called mortgagor, and First Federal Savings and Loan
 Association of Cumberland, a body corporate, incorporated under the laws of the United States of
 America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor, the sum of
Sixty-seven Hundred Fifty & 00/100 - - - - - (\$6750.00) - - - - - Dollars,
 which said sum the mortgagor agrees to repay in installments with interest thereon from
 the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-two & 73/100 - - - - - (\$42.73) - - - - - Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain tract or parcel of land, situate on the west side of the McMullen Highway, in Election District No. 31, in Allegany County, Maryland, and described by metes and bounds, as follows, to-wit:

Beginning at a concrete marker located North 60 degrees 10 minutes East 800 feet from the last corner of a tract of 0.42 of one acre conveyed to Frank Dominic and Pauline G. Dominic by deed dated February 7, 1947, by James H. Frankhouser and wife, where another concrete marker is located, said markers being 12 feet westward and at right angles to the west boundary line of the McMullen Highway (U. S. Route No. 220), and running then, parallel to and 12 feet distant from said road line, South 60 degrees 10 minutes West 50 feet (M.B. 1946 continued vernier readings) to an iron stake; then North 29 degrees 50 minutes West 250 feet to another iron stake; then North 60 degrees 10 minutes East 50 feet to another of said stakes; then South 29 degrees 50 minutes East passing a white oak tree on center line at 230 feet, in all, 250 feet to the place of beginning. Containing 12.500 square feet by calculation (0.287 of an acre).

Being the same property which was conveyed unto the party of the first part by deed of Justin V. Adams, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said mortgagor, , further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-seven Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor , as additional security for the payment of the indebtedness hereby secured, do es hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor , for himself and his heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor , his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor.

Attest:

William H. Harman

William Dale Timbrook (SEAL)
William Dale Timbrook

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 20th day of May

in the year nineteen hundred and ~~forty~~ fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William Dale Timbrook,

the said mortgagor herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Com *aw*
To *Les & George Little City*
June 6 7 1954

FILED AND RECORDED MAY 21st 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of May in the year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Kenneth S. Hopwood and Dolores E. Hopwood, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirteen Thousand Four Hundred Fifty & 00/100 - - - (\$13,450.00) - - - - Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Six & 39/100 - - - (\$106.39) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated on the northwesterly



But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-seven Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for himself and his heirs, personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor.

Attest:

William H. Harman

William Dale Timbrook (SEAL)
William Dale Timbrook

State of Maryland,

Allegany County, to-wit:

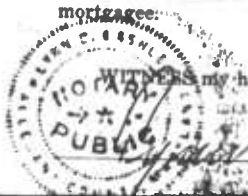
I hereby certify, That on this 20th day of May

in the year nineteen hundred and sixty Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William Dale Timbrook,

the said mortgagor herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge,

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee:



WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Com
To *Les A. Rogers, Atty. Gen.*

FILED AND RECORDED MAY 21st 1954 at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of May In the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Kenneth S. Hopwood and Dolores E. Hopwood, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirteen Thousand Four Hundred Fifty & 00/100 - - - (\$13,450.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Six & 39/100 - - - (\$106.39) - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that certain piece or parcel of ground situated on the northwesterly

side of Braddock Road, LaVale, Allegany County, Maryland, in the Allegany Grove Camp Ground Addition Amended, a plat of which is recorded in Plat Book No. 1, folio 53, being a part of Lots Nos. 1, 2 and 3 of said addition and a parcel adjoining thereto which said parcels are more particularly described as follows, to-wit:

Beginning for the same at an iron bar stake at the intersection of the easterly side of a 20 foot street with the northerly side of Braddock Road/North 74 degrees 51 minutes East 113.7 feet to a stake at the end of the third line of a deed from Eleanor Humbird to Allegany Grove Camp Meeting Association, dated May 24, 1890, and recorded in Liber No. 68, folio 483 one of the Land Records of Allegany County, then continuing with said Braddock Road North 85 degrees 15 minutes East 50 feet, then leaving said road North 25 degrees 45 minutes West 140 feet, then South 85 degrees 15 minutes West 50 feet to a point on the third line of said Eleanor Humbird deed, then with part of said third line South 23 degrees 32 minutes East 51.8 feet to the end of the second line of the deed from Norbert J. Zeller et ux to Kenneth S. Hopwood et al dated March 30, 1951, which is recorded in Liber No. 233, folio 310 Allegany County Land Records, then South 57 degrees 42 minutes West 121.5 feet to a stake on the easterly side of aforementioned 20 foot street and then with said street South 32 degrees 18 minutes East 54.4 feet to the place of beginning.

Being the same property which is described in the deed from Norbert J. Zeller et ux to Kenneth S. Hopwood et al dated March 30, 1951, recorded in Liber No. 233, folio 310 Allegany County Land Records and the same property which is described in a deed from John I. Spiker to Kenneth S. Hopwood et ux, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents, and being the same property which is described in a deed from Percival R. Wright et ux to Kenneth S. Hopwood et ux of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor's covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor's hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor's, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand Four Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Thomas

Kenneth S. Hopwood (SEAL)
Kenneth S. Hopwood

Dolores E. Hopwood (SEAL)
Dolores E. Hopwood

(SEAL)

(SEAL)

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 26th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth S. Hopwood and Dolores E. Hopwood, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be ~~their~~ act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said



and Notarial Seal the day and year aforesaid.

Notary Public

Compared and signed
To Walter Barton

FILED AND RECORDED MAY 21st 1954 at 10:15 A.M.

This Mortgage, Made this thirteenth day of May

in the year Nineteen Hundred and Fifty-four by and between

Ellsworth V. Green and Sara E. Green, husband and wife

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Barton, Maryland
a corporation, organized under the national banking laws of The
United States of America.

of Barton, Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted



unto the party of the second part in the full and just sum of fourteen hundred dollars (\$1400.00) for money lent, which loan is now evidenced by the promissory note to the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part at The First National Bank of Barton, Maryland. And whereas, it was understood and agreed between the parties hereto that this mortgage should be executed to secure said debt.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

and assigns, the following property, to-wit:

That parcel of land containing .21 of an acre, more or less, situated near Lonaconing, Allegany County, Maryland along the Right of Way limits of The Cumberland and Pennsylvania Railroad and 33 feet from the centre thereof. Being a part of the land conveyed by Mary Emma Grahame and husband to Charles W. Rine et ux by deed of January 16, 1920, recorded in Liber No. 132 Folio 52 of the land records of Allegany County, Maryland, and being the same property which was conveyed by Charles W. Rine et ux to Ellsworth V. Green and Sara A. Green by deed of April 16, 1947, recorded in Liber No. 214 Folio 487 of the land records of Allegany County, Maryland. To which deed so recorded a reference is hereby made for a definite and particular description by courses and distances of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

-----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors -----

or assigns, the aforesaid sum of Fourteen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of

the first part, their heirs and assigns-----

-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the

second part, its successors-----

and assigns, or Horace P. Whitworth, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Fourteen hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors----- or assigns, to the extent of its or----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Joseph Howell
Joseph Howell

Ellsworth V. Green [SEAL]
Ellsworth V. Green
[SEAL]
Sara E. Green [SEAL]
Sara E. Green

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this thirteenth day of May----- in the year nineteen Hundred and Fifty four-----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ellsworth V. Green and Sara E. Green, his wife,----- and each----- acknowledged the foregoing mortgage to be their voluntary----- act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, President of The First National Bank of Barton, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph Howell
Notary Public

FILED 311 589

Compared and Matched
To Mortgage City

FILED AND RECORDED MAY 21st 1954 at 9:40 A.M.

This Mortgage. Made this 19th day of
in the year nineteen hundred and 1954, by and between

Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.

MAY 21 1954



Whereas, the said Mortgagor is justly and bona fide indebted unto the
said Mortgagee in the full and just sum of

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1915 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit:

Beginning at the intersection of the north side of said street
and the east side of said street, at the corner of said street
and the east side of said street, at the corner of said street
South 40 degrees and 41 minutes West 100 feet; thence South 41 degrees and 19
minutes East 59.14 feet to First Street; then with said Street, North 43 degrees
and 29 minutes East 100.4 feet to the place of beginning.

Being the same property conveyed by Blaine P. Hendrickson et ux to the
said Paul J. Angle et ux by deed dated June 26, 1945, and recorded in Liber No.
204, folio 372, one of the Land Records of Allegany County, Maryland. Reference
to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the
use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagor, its, his, her, or their heirs, executors, administra-
tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors
or assigns, the aforesaid sum of - - Two Thousand Six Hundred (\$2,600.00) - - dollars

and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable, and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - Two Thousand Six Hundred (\$2,600.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Paul G. Angle (SEAL)
Paul G. Angle
Thelma I. Angle (SEAL)
Thelma I. Angle

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this — 19th — day of May, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Paul E. Angle and Thelma I. Angle, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and Mailed Decatur
To Farmers & Merchants Bank
Keyser, W. Va.

FILED AND RECORDED MAY 21st 1954 at 8:30 A.M.
DEED OF RELEASE

THIS DEED OF RELEASE executed this the 20th day of May, 1954, by the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, WITNESSETH:

THAT WHEREAS W. A. Roby, now deceased, of Allegany County, Maryland, was indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Seven Thousand Five Hundred Dollars (\$7500.00), which indebtedness was secured by a mortgage executed by the said W. A. Roby to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, dated June 1st, 1950 and recorded among the land records of Allegany County, Maryland, in Mortgage Volume 235, page 387,

AND WHEREAS all principal, interest and other charges connected with the said indebtedness have been paid in full, now therefore, the Farmers and Merchants Bank of Keyser, West Vir-

ginia, a corporation, doth hereby release, nullify and cancel the said mortgage, and the same shall henceforward be null and void and of no effect.

IN WITNESS WHEREOF The Farmers and Merchants Bank of Keyser, West Virginia, a corporation, has caused this deed to be executed by J. Paul Blundon, its President, and its Corporate Seal to hereunto affixed, this the 20th day of May, 1954.

Farmers and Merchants Bank of
Keyser, West Virginia, a corporation

By J. Paul Blundon
President

Attest: J. C. Bacon Cashier

STATE OF WEST VIRGINIA
COUNTY OF MINERAL, to-wit:

This the 20th day of May, 1954, appeared before me in my County and State aforesaid J. Paul Blundon, President of the Farmers and Merchants Bank, whose signature is affixed to the foregoing Deed of Release, and the said J. Paul Blundon did acknowledge before me his signature to be the act and deed of the Farmers and Merchants Bank of Keyser, West Virginia, a corporation. My Commission expires the 9 day of December, 1963.

Henry S. Kumpfer
Notary Public

Compared and Mailed May 7 1954
To Walter Keyser & Co.

FILED AND RECORDED MAY 22nd 1954 at 8:30 A.M.

THIS PURCHASE MONEY MORTGAGE, made this the 19th day of May, 1954 by and between James E. Rolins, hereinafter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires of Allegany County, Maryland, party of the first part, and The National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, West Virginia, party of the second part.

WHEREAS, said mortgagor now stands indebted unto the said mortgagee in the full and just sum of Four Hundred Dollars and thirty two cents (\$400.32), as evidenced by his installment note of even date herewith, payable in 12 months in installments of \$33.36 each, one of which is due on the 19th day of each succeeding month hereafter until the entire principal sum has been paid.

And said note is also signed by Otha Evans.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE, in consideration of the premises, and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said Mortgagor doth give, grant, bargain and sell, convey, release and confirm unto the said Mortgagee, said, The National Bank of Keyser, West Virginia, a corporation, its personal representatives, successors and assigns, the following personal property, to-wit:

ONE 1949 Kaiser 4 Door Sedan, Serial No. X492-009042 Motor No. M. 18323, Virginia title in the name of Otis Kelly Willt, Falls Church, Virginia, but this date being transferred to said James E. Rolins, Wood Street Extended, Westernport, Allegany County, Maryland.

It is agreed between the parties hereto that the mortgagor will not dispose of said personal property or remove from Allegany County, Maryland, the said personal property hereinbefore mentioned and described, without the consent in writing of said, The National Bank of Keyser.

It is further agreed by and between the parties hereto that, the mortgagor shall keep the above described personal property in good repair or condition during the time of this mortgage.

It is further agreed that the mortgagor will insure forthwith, and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$400.32, the proceeds of any insurance paid to the mortgagor by reason of any loss or injury to be applied either to the payment of said mortgage indebtedness or towards the repair and replacement of said mortgagee, its successors or assigns, may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a Receiver for said mortgagor.

BUT in case of default being made in payment of the mortgage debt, or the monthly payments, or the interest thereon, or

in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said personal property without first obtaining written permission of the said mortgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and there presents are hereby declared to be made in trust and the said, The National Bank of Keyser, W. Va., mortgagee, its personal representatives, successors and assigns, or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said James E. Rolins, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his heirs or assigns.

Witness the hand and seal of said mortgagor.

Attest;

James E. Rolins (SEAL)
James E. Rolins

THE NATIONAL BANK OF KEYSER, W. VA.
a corporation.

BY Joseph E. Patchett
Joseph E. Patchett, its President.

State of West Virginia,
County of Mineral, to-wit;

I HEREBY CERTIFY that on this 20th day of May, 1954, before me, the subscriber a notary public of the State of West Virginia, in and for said County of Mineral, personally appeared James E. Rolins whose name is signed to the writing above and being the within named mortgagor and acknowledged the foregoing mortgage to be his act and deed. And at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser, W. Va., a corporation, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide

as therein set forth.

Witness my hand and Notarial Seal.

My Commission expires April 15, 1963

John D. Piper
Notary Public

Compy ed and Veruio Delivered E
To L. H. Lippert Acct. City

FILED AND RECORDED MAY 24th 1954 at 12:25 P.M.

This Mortgage, Made this 24th day of May in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Joseph J. Dorsey and Phyllis E. Dorsey, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegheny County, Maryland, party of the second part, hereinafter called mortgagee, and Zella J. Weires, widow, party of the third part.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-five Hundred & 00/100 - - - - - (\$5500.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-four & 94/100 - - - - - (\$44.94) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southeast side of Weires Avenue and being known or designated as Lots Nos. 19, 20 and 21 in Section B of the sub-division of part of the Christopher Weires Farm in LaVale, Allegheny County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the southeast side of Weires Avenue, said stake also stands at the end of the first line of Lot No. 18 of the said sub-division and also at the end of the first line of the adjoining whole property as conveyed by Zella J. Weires to Joseph F. Blake et ux, by deed



Dated the 11th day of June, 1951, and recorded in Liber No. 235, folio 452, one of the Land Records of Allegany County, Maryland, and running then with the said southeast side of Weires Avenue (magnetic bearings as of 1923 and with horizontal measurements) North 48 degrees and 45 minutes East, 150 feet to a stake, then at right angles to said Weires Avenue, South 41 degrees and 15 minutes East, 138 feet to a stake standing on the northwest side of a 12 foot alley, then with the said northwest side of the alley, South 48 degrees and 45 minutes West, 150 feet to a stake standing at the end of the second line of the aforementioned J. F. Blake property, and then reversing the said second line North 41 degrees and 15 minutes West 138 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Zella J. Weires, widow, dated the 23rd day of October, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 254, folio 226.

The party of the third part joins in this mortgage for the purpose of waiving and she does hereby waive the lien of her mortgage from Joseph J. Dorsey et alux dated October 23, 1953, recorded in Liber No. 301, folio 56/in favor of the within mortgage so that the within mortgage shall become a first mortgage against the within conveyed property and the aforesaid Weires mortgage to become a second mortgage against the within conveyed property.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident

to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five Hundred & 00/100 --- (\$5500.00) --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William H. Harman

Joseph J. Dorsey (SEAL)
Phyllis E. Dorsey (SEAL)
Zella J. Weires (SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 24th day of May
 in the year nineteen hundred and Forty Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph J. Dorsey and Phyllis E. Dorsey, his wife, and Zella J. Weires
 the said mortgagors, who acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and ~~Memo~~ *Delivered*
To *Les H. Legge Atty City*
June 7 1954

FILED AND RECORDED MAY 24th 1954 at 12:25 P.M.

PURCHASE MONEY

This Mortgage. Made this 21st day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Patrick A. Tierney and Sarah J. Tierney, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of
Eighty-five Hundred & 00/100 - - - - - (\$8500.00) - - - - - Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-three & 81/100 - - - - - (\$53.81) - - - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

FIRST: All that lot or parcel of ground in the City of Cumberland,
Maryland, situated on Allegany Street, and particularly described as follows, to-wit:
BEGINNING at a point on Allegany Street on the East side thereof, dis-

tant 177 feet Northward of the North side of Washington Street, and running then by a line perpendicular to Allegany Street South 78 degrees and 50 minutes East 110 feet to an alley twelve feet wide running parallel to Allegany Street through to Fayette Street, then with said alley North 11 degrees East 27 1/2 feet, then by a line parallel to the first line North 78 degrees and 50 minutes West 110 feet to Allegany Street, then with Allegany Street South 11 degrees West 27 1/2 feet to the place of beginning.

SECOND: All that lot or parcel of ground situated in the City of Cumberland, Allegany County, in the State of Maryland, on the East side of Allegany Street, described as follows, to-wit:

BEGINNING at a point on the East side of Allegany Street at the end of the second line of the lot conveyed by Christian F. Kenneweg and wife to J. Wilson Humbird by deed dated the 23rd day of September, in the year 1893, and recorded in Liber No. 74, folio 438 of the Land Records of Allegany County, said point being 171 feet Northwardly of the Northeast corner of Washington and Allegany Streets, measured along Allegany Street, and running then with the third line of the Humbird lot aforesaid, South 78 5/6 degrees East 51 1/2 feet to the end thereof, then still South 78 5/6 degrees East 58 1/2 feet to an alley twelve feet wide running parallel to Allegany Street, through to Fayette Street, then with said alley, North 11 degrees East 6 feet to the end of the first line of the lot conveyed by Arthur H. Amick and Lillian C. Amick, his wife, and others, to Mary R. Shepherd Wilson by deed dated March 19, 1895, and recorded in Liber No. 76, folio 599 of said Land Records, and with said first line reversed, North 78 degrees and 50 minutes East 110 feet to Allegany Street, and with said street, South 11 degrees West 6 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Therman F. Leasure and Gertrude C. Leasure, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenants that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leese, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five Hundred & 00/100 --- (\$8500.00) --- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest:

William H. Harman

Patrick A. Tierney

Patrick A. Tierney

(SEAL)

Sarah J. Tierney

Sarah J. Tierney

(SEAL)

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of May
in the year nineteen hundred and ~~four~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Patrick A. Tierney and Sarah J. Tierney, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Latta
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said



Patrick A. Tierney
Notary Public

FILED AND RECORDED MAY 25 1954 at 9:10 A.M.

This Mortgage, Made this 21st day of
May in the year nineteen hundred and fifty-four, by and between

Walter E. Davis, Sr. and Anna M. Davis, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Walter E. Davis, Sr. and Anna M. Davis, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-Five Hundred Seventy-Five (\$3575.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Walter E. Davis, Sr. and Anna M. Davis, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land lying on the Northernly side of Washington Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the Northernly side of Washington Street, said place of beginning being also the place of beginning of the lot conveyed by Clarence C. White to Benjamin R. Valentine, Jr., by deed dated August 25, 1926, and recorded in Liber 191, folio 57, of the Land Records of Allegany County, Maryland, and thence thence with the Northernly side of Washington Street and with the first line of said deed, North 46 degrees and 37 minutes East 24.6 feet, thence still with the Northernly side of Washington Street and with the second line of said deed, North 43 degrees and 15 minutes East 11.4 feet along a curve having a radius of 103.92 feet, to the end of the fourth line of a deed from Benjamin R. Valentine, Jr. to Keturah R. Hosey, et ux, dated August 20th, 1928, and recorded in Liber 191, folio 77, of said Land Records, thence with said fourth line reversed, North 34 degrees and 15 minutes West 103.56 feet to a point on the fourth line of the aforementioned deed from Clarence C. White to Benjamin R. Valentine, Jr., and distant 35.14 feet from the beginning of said fourth line, thence with said fourth line, South 51 degrees and 9 minutes West 34.36 feet to the end thereof, thence with the fifth line of said deed from White to Valentine, South 34 degrees and 21 minutes East 105.85 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Frederick A. Puderbaugh, Trustee, et al, by deed dated September 28, 1944, and recorded in Liber 201, folio 499, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Five Hundred Seventy-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Walter E. Davis, Sr. (SEAL)
Walter E. Davis, Sr.

Thomas L. Keech

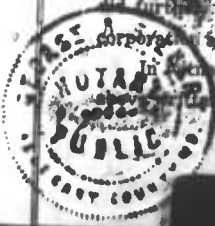
Anna M. Davis (SEAL)
Anna M. Davis

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21ST day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Walter E. Davis, Sr. and Anna M. Davis, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, in like manner, make oath that he is the President, and agent or attorney for said and duly authorized by it to make this affidavit.

Whereof I have hereto set my hand and affixed my notarial seal the day and year



Geo. A. Lister
Notary Public

Compared and ~~Record~~ Delivered

To

Mt. City

LIBER 304 PAGE 554

FILED AND RECORDED MAY 25th 1954 at 9:10 A.M.

This Mortgage, Made this 21st day of
May in the year nineteen hundred and fifty-four, by and between

Fay Miller Mansfield, unmarried,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Fay Miller Mansfield, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Seven Thousand (\$7,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Fay Miller Mansfield, unmarried,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of Fayette Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 9 on the Amended plat of properties of the Cumberland Homes Company, et al, and particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of Fayette Street at a point 40 feet measured in a Southerly direction along the Westerly side of Fayette Street from its intersection with the Southerly side of Camden Avenue, and running thence with the Westerly side of Fayette Street, South 3 degrees 30 minutes West 40 feet; then at right angles to Fayette Street, North 86 degrees 3 minutes West 117.4 feet to the Easterly side of a sixteen-foot alley; then with said side of said alley, North 3 degrees 30 minutes East 40 feet to intersect a line drawn North 86 degrees 30 minutes West from the place of beginning; then reversing said intersecting line, South 86 degrees 30 minutes East 117.4 feet to the place of beginning.

It being the same property which was conveyed by Ernest A. Courrier and wife to the said Mortgagor by deed dated the 22nd day of June, 1944, and recorded in Liber No. 200, folio 454, one of the Land Records of Allegany County, Maryland.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Thousand (\$7,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ray Miller Mansfield
 Ray Miller Mansfield

Thomas L. Keed

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21ST day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ray Miller Mansfield, unmarried,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Ray Miller Mansfield
 Notary Public

Compared and Read Delivery

To *Mt. City*

June 7 1954

FILED AND RECORDED MAY 25th 1954 at 9:10 A.M.

This Mortgage, Made this 21ST day of May in the year nineteen hundred and fifty-four, by and between

Percia E. Miller, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Percia E. Miller, unmarried,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Seventy-Five Hundred (\$7500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Perola E. Miller, unmarried,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, and described as follows:

Lot Number 8 as shown on the "Amended Plat of Properties of The Cumberland Homes Company, Incorporated, Kelly Springfield Fine Company, et al," dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Book No. 84, which said Plat is hereby referred to and made a part of this deed.

It being the same property which was conveyed unto Perola E. Miller by Walter W. Brandier, unmarried, by deed dated July 30, 1945, and recorded in Liber No. 204, folio 582, one of the Land Records of Allegany County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventy-Five Hundred (\$7500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventy-Five Hundred (\$7500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Percia E. Miller (SEAL)
Percia E. Miller

Thomas L. Keech (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21st day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

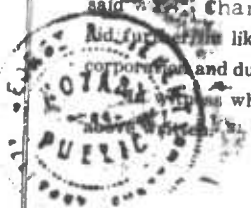
Percia E. Miller, unmarried,

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Whereof I have hereto set my hand and affixed my notarial seal the day and year

Geo. A. Sisk
Notary Public



FILED AND RECORDED MAY 25th 1954 at 9:10 A.M.**This Mortgage,**

Made this

21st

day of

May

in the year nineteen hundred and

fifty-four

, by and between

Ora K. Robertson, widow,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ora K. Robertson, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of 5 1/2% (5 1/2%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ora K. Robertson, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Allegany County, Maryland which is more particularly described as follows:

BEGINNING at 23.975 feet on the first line of that lot which was sold and conveyed by the American Coal Company of Allegany County, to Claude H. Park, et al, by deed dated November 14, 1935, and recorded in Liber No. 174, folio 94, one of the Land Records of Allegany County, Maryland, it being also at the beginning of that part of the lot which was sold by Claude H. Park, et al, to Thomas W. Robertson, et al, by deed dated April 28, 1939, and recorded in Liber No. 184, folio 107 of the Land Records of Allegany County, Maryland and running with the remainder of said first line of the whole lot also the second line and part of the third line as follows: South 58 degrees 09 minutes West 23.975 feet, then North 31 degrees 51 minutes West 129.8 feet, then North 58 degrees 09 minutes East 23.975 feet, then leaving said third line and reversing the second line of the aforesaid lot which was sold and conveyed by Claude H. Park, et al, to Thomas W. Robertson, et al, by deed dated April 28, 1939, and recorded in Liber No. 184, folio 107, one of the aforesaid Land Records, South 31 degrees 51 minutes East 129.8 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Claude H. Park and wife, by deed dated the day of May, 1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twelve Hundred Fifty (\$1250.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 OR any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least

Twelve Hundred Fifty (\$1250.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ora K. Robertson (SEAL)
Ora K. Robertson

James E. McElwee

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21st day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ora K. Robertson, widow,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James E. McElwee



Completed and signed
T. Leo H. [illegible]

FILED AND RECORDED MAY 25th 1954 at 12:45 P.M.

This Mortgage, Made this 24th day of May in the year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Francis E. Travis and Eileen M. Travis, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand & 00/100 (\$9000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-eight & 85/100 - - - (\$68.85) - - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain parcel of ground situate on the easterly side of Montgomery Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 43, in Block No. 14, in Cumberland Heights Addition in Cumberland, a list of which said addition is recorded in Liber No. 1, folio 45, and of the lot records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at the said lot on the easterly side of Montgomery Avenue at the end of the first line of Lot No. 42 of said block; and running; then with the easterly side of said Avenue, South 7 degrees 42 minutes East 35 feet to the first line of said block; then with said line, South 22 degrees 18 minutes East 130 feet to the westerly side of another twenty foot alley; then with said side of said alley, North 7 degrees 42 minutes East 35 feet to the second line of said Lot No. 42; and then with said second line, North 82 degrees 18 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Esther Margaret Buskey Travis, Widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George H. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - - (\$9,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors.

Attest:

William H. Harman

Francis E. Travis (SEAL)
Francis E. Travis

Eileen M. Travis (SEAL)
Eileen M. Travis

____ (SEAL)

____ (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of May
in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis M. Travis and Eileen M. Travis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Lege, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration of said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

in due form of law
PROPERTY
PUBIC
COURT

my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and Voted 1 currency
T. Tuttle, Heller and Rutledge
Eagles were Pounce.
June 7 1954

FILED AND RECORDED MAY 25th 1954 at 3:20 P.M.

This Mortgage, Made this 25th day of May
in the year Nineteen Hundred and Fifty-Four, by and between
EDGAR A. DASHIELL and ALVA C. DASHIELL, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and FRANK U. DAVIS and ARLENE H. DAVIS, his wife

of Allagany County, in the State of Maryland
part 1a of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the parties of the second part in the full and just sum of Twenty Thousand Dollars (\$20,000.00), payable in quarter-annual installments

of not less than Two Hundred Fifty Dollars (\$250.00) each, or in multiples thereof, plus interest at the rate of Four Per Cent (4%) per annum, to be computed and paid quarterly, which said payments of principal and interest the said parties of the first part do hereby covenant and agree to pay when and as due and payable, the first of said monthly payments of principal and interest to be paid three (3) months from the date hereof, and each and every quarter thereafter until the whole principal sum, together with the interest accrued thereon shall have been paid in full.

The said parties of the first part do hereby specifically reserve the right to pre-pay said mortgage in whole or in part in multiples of the specified quarterly payments above provided for at any payment date.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part, their heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying and being on the Southerly side of Washington Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same on the southerly side of Washington Street at the northwest corner of the property now owned by the Vestry of Emmanuel Episcopal Church of Cumberland, Maryland, and running thence with Washington Street, North eighty-three and one-half degrees West ninety-four and one-half feet to the northeast corner of what was formerly called the "Swartzwelder Lot"; thence with the east side of said Swartzwelder Lot and at right angles with Washington Street, South six and one-half degrees West one hundred seventy-one feet to what was formerly called Court House Alley; thence with the north side of said alley, South eighty-three and one-half degrees East ninety-four and one-half feet to the southwest corner of the Episcopal Church property aforesaid; thence with the westerly line thereof, North six and one-half degrees East one hundred seventy-one feet to the beginning.

IT BEING the same property which was conveyed to EDGAR A. DASHIELL and ALVA C. DASHIELL, his wife, by FRANK U. DAVIS and ARLENE H. DAVIS, his wife, by deed of even date herewith, which said deed is intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ies of the second part, their executors, administrators or assigns, the aforesaid sum of Twenty Thousand Dollars (\$20,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies

of the second part, their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed

and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies

acceptable to the mortgagee or ~~the~~ assigns, the improvements on the hereby mortgaged land to

the amount of at least Twenty Thousand Dollars (\$20,000.00) ~~to the~~

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire

or other losses to inure to the benefit of the mortgagee s, their heirs or

assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

William Gilchrist Edgar A. Dashiell [SEAL]
EDGAR A. DASHIELL
William Gilchrist Alva C. Dashiell [SEAL]
ALVA C. DASHIELL

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of May
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
EDGAR A. DASHIELL and ALVA C. DASHIELL, his wife,
and acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
FRANK U. DAVIS and ARELNE H. DAVIS, his wife,
the within named mortgagee s and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Cathy Ann Davis
Notary Public

LIBER 304 PAGE 567

FILED AND RECORDED MAY 25 1954 at 3:20 P.M.

Compared and Mail To Leroy Minke Christy Ed

THIS RELEASE OF MORTGAGE, Made this 25th day of May, 1954, by the Liberty Trust Company, a Maryland corporation, with its principal place of business in Cumberland, Allegany County, Maryland.

Whereas, the said Liberty Trust Company is a holder of a mortgage from Leroy Minke and Mary Minke, his wife, to Willard F. Rice dated September 17, 1934, recorded in Liber No. 127, folio 194 Allegany County Mortgage Records which mortgage was duly assigned to the Peoples Bank of Cumberland and by the Peoples Bank of Cumberland to the Liberty Trust Company, and whereas the said Liberty Trust Company is the holder of a mortgage from Leroy Minke and Mary Minke, his wife, to the Peoples Bank of Cumberland dated April 25, 1941, recorded in Liber No. 156, folio 217 Allegany County Mortgage Records which has been duly assigned to the Liberty Trust Company.

And whereas, the said Leroy Minke and Mary Minke, his wife, have fully paid and satisfied the said mortgages, and are entitled to have the property thereby affected released from the operation and effect thereof.

Wherefore now this release witnesseth, that for and in consideration of the premises and the sum of one dollar, the said Liberty Trust Company does hereby release the said mortgages and grant the property thereby affected unto the said Leroy Minke and Mary Minke, his wife, to be held by them in the same manner as if the said mortgages had never been made.

Witness the hand and seal of the said releasor.

THE LIBERTY TRUST COMPANY

By Charles A. Piper
Charles A. Piper



Camron L. Otto
Secretary

STATE OF MARYLAND

TO-WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 25th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, personally appeared Charles A. Piper, President of the Liberty Trust Company and he acknowledged the foregoing Release of Mortgage to be its corporate act.

WITNESS my hand and Notarial Seal the day and year last above

written.



James M. Sorley
Notary Public

Compared and ~~value~~ indexed

To *Mtge City*

LIBER 304 PAGE 568

FILED AND RECORDED MAY 25th 1954 at 2:20 P.M.

This Mortgage, Made this 21st day of
May in the year nineteen hundred and fifty-four, by and between

James B. Paxton and Beulah G. Paxton, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James B. Paxton and Beulah G. Paxton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Four Hundred Thirty-Five (\$2435.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

James B. Paxton and Beulah G. Paxton, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated about six miles Easter-
ly of the City of Cumberland, Allegany County, State of Maryland, near
the Williams Road, and being part of a tract of land called Canal Ware-
house Resurveyed, which said parcel hereby intended to be conveyed is
more particularly described as follows:

BEGINNING at a stake planted at the beginning of the first line
of that part of said tract which was conveyed unto Joseph B. Stafford
and wife, by Martha Stafford and others, by deed dated October 26,
1935, and recorded in Liber No. 173, folio 566, one of the Land Records
of Allegany County, and running thence with part of said first line a
distance of 568 feet, thence leaving said first line and running in a
Southwesterly direction 264 feet to an iron peg, thence running in a
Northwesterly direction 568 feet, more or less, to an iron peg planted
along the last line of that part of said tract as described in the
above mentioned deed, thence with said last line thereof, 198 feet,
more or less, to the place of beginning. Containing about five acres
of land.

It being the same property which was conveyed unto the said Mort-
gagors by Joseph B. Stafford and wife, by deed dated the 24th day of
July, 1942, and recorded in Liber No. 194, folio 24, one of the Land
Records of Allegany County.

Subject to Reservation in perpetuity of the right-of-way for



ingress and egress in favor of Joseph B. Stafford and wife, as set forth in the deed above referred to.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Four Hundred Thirty-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Four Hundred Thirty-Five (\$2435.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James B. Paxton (SEAL)
James B. Paxton

Beulah G. Paxton (SEAL)
Beulah G. Paxton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21st day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James B. Paxton and Beulah G. Paxton, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Sosley
Notary Public

Compared and attested
to my hand and seal
this 21st day of May 1954

FILED AND RECORDED MAY 25th 1954 at 10:45 A.M.

This Mortgage, Made this twenty-first day of May in the year Nineteen Hundred and Fifty four by and between Louise Wilson, widow of Westernport, Allegany County, in the State of Maryland part Y of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America of Westernport, Allegany County, in the State of Maryland part Y of the second part, WITNESSETH:



Witnesses,

The party of the first part is indebted unto the party of the second part in the full and just sum of two thousand dollars \$2000.00 for money lent, which loan is evidenced by the promissory note of the said party of the first part executed jointly with John F. Wilson and Dora Wilson, husband and wife, of even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland. And whereas, it was agreed between the parties hereto prior to the lending of said money and the giving of said note that this mortgage should be executed

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part-----

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors, -----

and assigns, the following property, to-wit:

All that land in Allegany County, Maryland near the corporate limits of the town of Westernport, being parts of Military Lot No. 3906, as were conveyed unto John Wilson and Louise Wilson, husband and wife, by deed from The West Virginia Pulp and Paper Company, a corporation, dated August 12, 1918, recorded in Liber 125 Folio 246 of the land records of Allegany County, Maryland, and which property became vested in the said Louise Wilson upon the death of her husband, John Wilson. To which deed so recorded a reference is hereby made for a more definite description of said lands and the exceptions and reservations as to minerals and mining right therein contained.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her-----

-----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors -----

executor, administrator or assigns, the aforesaid sum of two thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Party of the first part, her heirs and assigns -----

-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Party of the first part-----

-----hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors -----

-----and assigns, or Harmon P. Whitworth, its

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it-over to the said Party of the first part her----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. her----- representatives, heirs or assigns.

And the said party of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its or----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:
Charles J. Laughlin

x *Louise B. Wilson* [SEAL]
Louise B. Wilson, widow.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty-first day of May----- in the year nineteen Hundred and Fifty four-----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Louise B. Wilson, widow----- and did----- acknowledged the foregoing mortgage to be her voluntary----- act and deed; and at the same time before me also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth
Notary Public



Compared and ~~Woban~~ D. H. Woban
To Leo & Legge City City

FILED AND RECORDED MAY 25th 1954 at 12:45 P.M.
PURCHASE MONEY

This Mortgage, Made this 24th day of May in the
year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Louia C. Soethe and Marian E. Soethe, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Sixty-four Hundred & 00/100 - - - - - (\$6400.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-two & 30/100 - - - - - (\$52.30) - - - - - Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground fronting on Fayette Street
and on Read Terrace in the City of Cumberland, Allegany County, Maryland, com-
prising whole Lots Nos. 6 and 31 as shown on the plat of the Subdivision of the
Fayette Street property of the Johnson Realty Corporation which is recorded in
Plat Case Box No. 52 among the Land Records of Allegany County, Maryland, and
particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southerly side of Fayette
Street where the same is intersected by the line dividing whole Lots Nos. 5 and
6 in said addition, said point being also the end of the first line of whole Lot
No. 5 in said addition, and running then with the southerly side of Fayette Street,
North 77 degrees 16 minutes West 40 feet to the line dividing whole Lots Nos. 6
and 7 in said Addition; then with the whole of said dividing line and also with
the entire dividing line between whole Lots Nos. 30 and 31 in said addition, South
12 degrees 44 minutes West 181.64 feet more or less to the northerly side of Read
Terrace; then with said side of Read Terrace, South 75 degrees 35 minutes East
40.02 feet to the dividing line between whole Lots Nos. 31 and 32 in said addition;
then with said entire dividing line and also with the entire dividing line between
whole Lots Nos. 5 and 6 in said addition; North 12 degrees 44 minutes East 182.82
feet more or less to the place of beginning on the southerly side of Fayette Street.

Being the same property which was conveyed unto the parties of the first part by deed of Curtis J. Bloss and Virginia C. Bloss, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lange, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-four Hundred & 00/100 - - - (\$6400.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply

with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

William H. Harman

Louis C. Soethe (SEAL)
Louis C. Soethe

Marian E. Soethe (SEAL)
Marian E. Soethe

State of Maryland,

Allegany County, to-wit:

(SEAL)

(SEAL)

I hereby certify, That on this 24th day of May

In the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Louis C. Soethe and Marian E. Soethe, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and ~~seems~~ followed
To Leo H. Lygg, Atty. Gen.
June 7, 1954

LIBER 304 PAGE 576

FILED AND RECORDED MAY 25th 1954 at 12:45 P.M.
Second
PURCHASE MONEY

This Mortgage, Made this 20th day of MAY
in the year Nineteen Hundred and Fifty-four, by and between

Ralph B. Martin and Yvonne V. Martin, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and

Theodore N. Brown and Hazel G. Brown, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bonafide indebted unto the said parties of the second part in the full and just sum of \$2000.00 and to secure the payment together with the interest thereon when and as the same may become due and payable this mortgage is given.

And the mortgagors further agree to pay to the said mortgagees the sum of \$20.00 each and every month accounting from the 20 day of May, 1954, which payments shall include interest said interest shall be calculated monthly.

This mortgage is written for a term of six years from its date with the privilege that said mortgagors to pay any part of or all of said mortgage indebtedness at any time within said period of time and after the expiration of said period of time if not paid, it shall continue in force under the same terms and conditions as set forth until called by said mortgagees, their heirs and assigns.

It is understood and agreed by the parties to this mortgage that the principal sum of said mortgage indebtedness shall bear interest at the rate of 5 per cent per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Ralph B. Martin and Yvonne V.

Martin, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Theodore N. Brown and Hazel G. Brown, his wife,
their as tenants by the entireties
heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, Maryland, being the whole of Lot No. 48 and half of Lot No. 47 adjacent to Lot No. 48 of the Goethe Street Addition to the City of Cumberland, situated on Shade's Lane and described as follows, to-wit:

Beginning for the same at a point on the south side of Shade's Lane at the end of 12 1/2 feet on the first line of Lot No. 47 in said addition, and running then with said avenue, North 36 degrees 40 minutes East 37 1/2 feet, then South 53 degrees 20 minutes East 120 feet to a 15 foot alley, and with the said

alley South 36 degrees 40 minutes West 37 1/2 feet, and then with a line parallel to the second line of Lot No. 46, North 53 degrees 20 minutes West 120 feet to the point of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of the parties of the second part of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Ralph B. Martin and Yvonne V. Martin, his wife,
their heirs, executors, administrators or assigns, do and shall pay to the said
Theodore N. Brown and Hazel G. Brown, his wife, their
 executors, administrators or assigns, the aforesaid sum of

Two Thousand Dollars - - - - - (\$2000.00) - - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Ralph B. Martin and Yvonne V. Martin, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Ralph B. Martin and Yvonne V.

Martin, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Theodore N.

Brown and Hazel G. Brown, his wife, their

heirs, executors, administrators and assigns, or George W. Legge
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Ralph B. Martin

and Yvonne V. Martin, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said Ralph B. Martin and Yvonne V. Martin, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee. their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand & 00/100 ----- (\$2000.00) ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hands and seals of said mortgagors.

Attest:

William H. Harman

Ralph B. Martin

[SEAL]

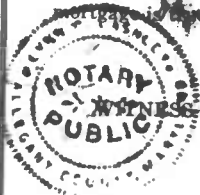
Yvonne V. Martin

[SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 20th day of May
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ralph B. Martin and Yvonne V. Martin, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Theodore N.
Brown and Hazel G. Brown, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

William H. Harman
Notary Public

Compared with original
T. M. Jones City
June 7 52

FILED AND RECORDED MAY 25th 1954 at 3:10 P.M.

PURCHASE MONEY

This Mortgage. Made this 25th day of May
in the year Nineteen Hundred and Fifty-Four, by and between

Thomas J. Minke and Dorothy E. Minke, his wife, and Leroy Minke and
Mary Minke, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

The Second National Bank of Cumberland, a National Banking Corporation
with its principal place of business in Cumberland

of Allegany County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of
the second part in the full and just sum of \$6000.00 with interest at the rate of
5 per cent per annum computed monthly on unpaid balances, said indebtedness
to be amortized over a 10 year period by the payment of at least \$64.00 per
month, the first monthly payment being due and payable one month from the date
of these presents and each and every month thereafter until the whole principal
together with the interest accruing thereon is paid in full, said monthly
payment being first applied to the accrued interest and the balance to the
principal, to secure which said principal together with the interest accruing
thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Thomas J. Minke and Dorothy E.

Minke, his wife, and Leroy Minke and Mary Minke, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors

have and assigns, the following property, to-wit:

All that piece, parcel or lot of land situate; lying and being in
Election District No. 22, in Allegany County, Maryland, a plat of which said
whole property is recorded in Plat Case Box No. 124 among the Land Records of
Allegany County, Maryland, and which said parcel of land is more particularly
described by metes and bounds, courses and distances, as follows:

Beginning for said tract of land at the end of 428 feet on a reference
line drawn South 14.5 degrees East from a point of a rock, formerly a cedar tree,

in a beaver hole in the main stream of Ewitts Creek; and running then South 85.5 degrees East 160.8 feet to a stake; then South 14.5 degrees West 130 feet to a stake; then North 85.5 degrees West 98 feet to a stake standing in the center of a driveway; then North 10.5 degrees West 69.3 feet to a stake in the center of a driveway; and then North 15.75 degrees West 63 feet to the place of beginning.

Being the same property which was conveyed from Leroy Minke and Mary Minke, his wife, by deed to Thomas J. Minke and Dorothy A. Minke, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Thomas J. Minke and Dorothy A. Minke, his wife, et al., their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of

Six Thousand & 00/100 - - - (\$6000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Thomas J. Minke and Dorothy A. Minke, his wife, and Leroy Minke and Mary Minke, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Thomas J. Minke and Dorothy A. Minke, his wife, and Leroy Minke and Mary Minke, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland

heirs, executors, administrators and assigns, or Harry I. Stagmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered; at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs, or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Thomas J. Minke and Dorothy A. Minke, his wife, et al. their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said Thomas J. Minke and Dorothy A. Minke, his wife, and

Leroy Minke and Mary Minke, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand & 00/100 - - - - - (\$6000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Thomas J. Minke [SEAL]
Thomas J. Minke
Dorothy A. Minke [SEAL]
Dorothy A. Minke
Leroy Minke [SEAL]
Leroy Minke
Mary Minke [SEAL]
Mary Minke

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25th day of May in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas J. Minke and Dorothy A. Minke, his wife, and Leroy Minke and Mary Minke, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Michael A. Schaefer
Notary Public

Compared and Mailed *12/20/54*

To *Mt. City*

LIBER 304 PAGE 582

FILED AND RECORDED MAY 26th 1954 at 2:00 P.M.

This Mortgage. Made this 25th day of
May, in the year nineteen hundred and Fifty Four, by and between

Laurence M. Roberson and Mary E. Roberson, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Five Thousand Nine Hundred (\$5,900.00) Dollars

for which they have given their promissory note of even date herewith, payable on
or before three years after date with interest at the rate of 5% per annum, in
monthly payments on the principal and interest of not less than Seventy (\$70.00)
Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit:

First: All that piece or parcel of land lying and being on the
South side of the National Road about five miles Westerly from the City of Cum-
berland, Allegany County, in the State of Maryland, the same being Lot No. 1 on the
Plat of Long Lots, and more particularly described as follows:

Beginning at a fence post standing on the South side of the
National Road and at the Northwest corner of the property owned by D. P. Miller,
and running with said National Road and a fence, South 43 degrees 40 minutes West
77 feet to a post; then with said fence, South 45 degrees 30 minutes East 152 feet
to a stake having a pump on the line; then North 42 degrees 15 minutes East 77½ feet
to a locust post set in concrete on the West line of the Miller property; then with
said line, North 45 degrees 40 minutes West 150 feet to the beginning, containing
27/100 of an acre.

Being the same property conveyed by Roy Burkett et ux to the said
Laurence M. Roberson et ux by deed dated May 6, 1948, and recorded in Liber No. 220,
folio 358, one of the Land Records of Allegany County, Maryland. Reference to said
deed is hereby made for a further description.

Second: One 1954 Ford Tudor Customline V-8 Automobile Motor No.
U400-133321, Serial No. U400-133321.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Five Thousand Nine Hundred (\$5,900.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - Five Thousand Nine Hundred (\$5,900.00) - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dwyer

Laurence M. Roberson (SEAL)
Laurence M. Roberson
Mary E. Roberson (SEAL)

State of Maryland, Allegany County, to-wit:

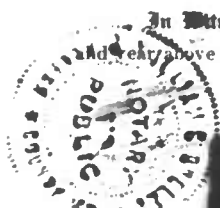
I hereby Certify, that on this 25th day of May,
in the year nineteen hundred and Fifty Four before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Laurence M. Roberson and Mary E. Roberson, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same
time, before me, also personally appeared George C. Cook, Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said George C. Cook did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day
and date above written.

William C. Sudley
Notary Public



Compared and ~~read~~ delivered

T Myer City

June 7 1954

FILED AND RECORDED MAY 26th 1954 at 3:05 P.M.

This Mortgage, Made this 25th day of
May in the year nineteen hundred and fifty-four, by and between

Thomas B. Whetzel and Nellie L. Whetzel, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Thomas B. Whetzel and Nellie L. Whetzel, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fourteen Hundred Fifty (\$1450.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on June 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Thomas B. Whetzel and Nellie L. Whetzel, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

The following described real estate lying and situated near the City of Cumberland, in Allegany County and State of Maryland, and described as follows, to-wit:

All that tract or parcel of land lying and situated near the Williams Road, being a part of the Hamilton and Robinette farm and described as follows, to-wit:

BEGINNING at a bounded white oak tree standing at the end of the 13th line of the first piece or parcel of land as conveyed by James W. Thomas, Attorney, to Charles J. Jordan, by deed dated the 7th day of December, 1912, and recorded in Liber No. 111, folio 385, of the Land Records of Allegany County, and running thence with the division fence feet to a sycamore tree marked with six notches, North 46 degrees East 326 feet, North 73 degrees East 100 feet, North 84 degrees East 208 feet, North 48 degrees East 244 feet, North 28 1/2 degrees East 88 feet, North 18-3/4 degrees East 294 feet, North 35 degrees East 256 feet, North 27 1/2 degrees East 429 feet; thence across said whole tract, and still with said road, South 81 1/2 degrees East 273 feet, South 68 degrees East 137 feet; thence leaving said road, South 58 1/2 degrees East 204 feet to a cucumber tree marked with six notches, South 61-3/4 degrees East 109 feet, South 71-3/4 degrees East 155 feet, South 68 1/2 degrees East 81 feet to locust tree marked with six notches, South 46 1/2 degrees East 125 feet to an elm tree marked with six notches, South 7-3/4 degrees West 437 feet, South 51 1/2 degrees West 129 feet, South 16 1/2 degrees West 335 feet to the boundary line of the whole of said tract,

and with said lines, and division fence line, South 48 degrees West 225 feet, North 3 1/2 degrees East 64 feet, South 60 1/2 degrees West 90 feet to a pine tree marked with six notches, South 52 degrees West 180 feet, South 66 1/2 degrees West 125 feet to a white oak marked with six notches, South 59 1/2 degrees West 193 feet to a white oak marked with six notches, South 59 1/2 degrees West 119 feet, South 61 1/2 degrees West 147 feet, South 60 1/2 degrees West 248 feet to a chestnut oak marked with six notches, South 76 1/2 degrees West 380 feet, North 35 1/2 degrees West 67 feet to three chestnut oaks marked with three notches each, North 49 1/2 degrees West 238 feet, North 50 degrees West 207 feet to a white oak marked with six notches, North 60 1/2 degrees West 92 feet, North 66 degrees West 81 feet to the beginning.

All that lot or parcel of ground, being part of the aforementioned tracts described as follows, to-wit:

BEGINNING at a peg at the end of the second line of the above described tract and running thence with the lines of the above described property, North 84 degrees East 46 feet, North 50 degrees East 100 feet, North 53 degrees East 208 feet, North 48 degrees East 244 feet, North 28 1/2 degrees East 88 feet, North 18-3/4 degrees East 294 feet; thence leaving said line and thence with the outlines of the whole tract, North 89 1/2 degrees West 51 feet, South 27 degrees West 370 feet, South 33-3/4 degrees West 138 feet to a locust tree marked with six notches, South 48 degrees West 128 feet, South 66 1/2 degrees West 114 feet, South 38-3/4 degrees West 175 feet to the beginning, containing in both of said pieces or parcels of land herein conveyed 52 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated the day of May, 1954, and to be duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fourteen Hundred Fifty (\$1450.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fourteen Hundred Fifty (\$1450.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Loeby

Thomas B. Whetzel (SEAL)
Thomas B. Whetzel

Nellie L. Whetzel (SEAL)
Nellie L. Whetzel

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 25th day of May in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Thomas B. Whetzel and Nellie L. Whetzel, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Lohr
Notary Public

Compared and Mailed *James M. Lohr*

FILED AND RECORDED MAY 27th 1954 at 2:50 P.M.

This Mortgage, Made this 27th day of May, in the year nineteen hundred and Fifty Four, by and between

Roy Strong and Hazel L. Strong, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Seven Hundred Seventy-Five (\$775.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before two years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty (\$30.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of land lying and being along the Southwesterly side of the Williams Road at Evitt's Creek and being part of Lot No. 5 of the sub-division of Nelson C. Read farm in Allegany County, State of Maryland, and which said part is more particularly described as follows:

Beginning for the same at an ash tree marked with six notches in a line standing along the Southwesterly side of the Williams Road and on the Northwest bank of Evitt's Creek, said tree being the beginning of original Lot No. 5 aforesaid mentioned, and running thence with the Southwesterly side of the Williams Road as now laid out, North 20-3/4 degrees West 275 feet; thence leaving the Williams Road, South 45 degrees West 425 feet; thence South 37 degrees East 368 to a point in the center of Evitt's Creek on the eleventh line of the whole Lot No. 5; thence with the lines thereof as corrected for magnetic variation, North 43 1/2 degrees East 53 feet; North 32 degrees East 303 feet; North 24 degrees West 45 feet to the place of beginning, containing 2.9 acres.

Being the same property described in the deed from Joseph M. Strong et ux to Roy Strong, dated January 20, 1931, and recorded in Liber No. 164, folio 716, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successor or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - Seven Hundred Seventy-Five (\$775.00) - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V.

Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - Seven Hundred Seventy-Five (\$775.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Roy Strong (SEAL)
Roy Strong
Hazel L. Strong (SEAL)
Hazel L. Strong

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this — 27th — day of May, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Roy Strong and Hazel L. Strong, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and Mailed *10/25/54*
To *Mtge Frostburg Md*

LIBER 304 PAGE 590

FILED AND RECORDED MAY 27th 1954 at 8:45 A.M.

This Mortgage. Made this 25th day of May
in the year Nineteen Hundred and fifty-four, by and between

----- JOSEPHINE LA RUE, WIDOW -----

of Allegany County, in the State of Maryland
party of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted unto
the said party of the second part, its successors and assigns, in
the full sum of

FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE 00/100 DOLLARS (\$5,175.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
party of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness,
together with interest as aforesaid, the said party of the first
part hereby covenants to pay to the said party of the second part,
its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said party of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:

FIRST PARCEL:

ALL that lot, piece or parcel of land lying and being in or near
the Village of Ellerslie, Allegany County, Maryland, and known as
Lot No. 12 in Albright's First Addition to said Ellerslie, a plat
of which Addition is recorded in Deeds Liber No. 69, folio 687,
among the Land Records of Allegany County, Maryland, and being the
same property which was conveyed by Stephen D. Porter to Josephine
LaRue and Roy C. E. LaRue, by deed dated March 16, 1949, and recorded
in Deeds Liber No. 224, folio 365, among the Land Records of Allegany
County, Maryland. The said Roy C. E. LaRue, unmarried, conveyed all
his right title and interest in and to said property unto Josephine
LaRue, by deed dated December 31, 1951, and recorded in Deeds Liber
No. 246, folio 350, among the Land Records of Allegany County, Maryland,
reference to which plat and deeds is hereby made for a more particular
description of said property.

SECOND PARCEL:

ALL those lots, pieces or parcels of land lying and being in
Ellerslie, Allegany County, Maryland, and known as Lots No. 15, 16
and 17 of Clifford O. Albright's First Addition to said Ellerslie,
a plat of which Addition is recorded in Plat Book No. 1, folio 13,
among the Land Records of Allegany County, Maryland, and being the
same property which was conveyed by Allen B. Shaffer et ux, to
Josephine LaRue by deed dated May 23, 1953, and recorded in Deeds
Liber No. 250, folio 131, among the Land Records of Allegany County,
Maryland, reference to which plat and deed is hereby made for a more
particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE 00/100 DOLLARS (\$5,175.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Witness:

Robert M. Todd

Josephine La Rue [Seal]
JOSEPHINE LA RUE

[Seal]

[Seal]

[Seal]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 25th day of May
 in the year nineteen hundred and fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared

JOSEPHINE LARUE

and _____ acknowledged the foregoing mortgage to be her
 act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
 Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and further made oath that he is
 the cashier of said Bank and duly authorized by it to make this

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Jones
 Notary Public

Compared and Mailed *correctly*
 To *Walter Barton, Md.*
June 7 1954

FILED AND RECORDED MAY 28th 1954 at 10:40 A.M.

This Mortgage, Made this twenty-fourth day of May-----

in the year Nineteen Hundred and Fifty four-----, by and between

Samuel M. Berry and Fay B. Berry, husband and wife, of

of Westonport, Allegany-----County, in the State of Maryland-----

parties of the first part, and The First National Bank of Barton, Maryland

a corporation organized under the national banking laws of The United
 States of America.

of Westonport, Allegany-----County, in the State of Maryland-----

part of the second part, WITNESSETH:



Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of three thousand dollars (\$ 3000.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part herein, payable on demand with interest to the order of the said party of the second part at The First National Bank of Barton, Maryland. And Whereas, it was understood and agreed, prior to the making of said loan and the giving of said mortgage that the same should be executed

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns-----
~~####~~ and assigns, the following property, to-wit:

All that certain lands situated in Allegany County, Maryland in the town of Barton and particularly described as follows:

FIRST, That lot of ground which was conveyed unto Samuel M. Berry and Fay B. Berry, his wife, by deed from S. A. Boucher and Lulu M. Boucher, his wife, dated January 9, 1943, recorded in Liber No. 195 Folio 208 of the land records of Allegany County, Maryland, and in said deed described by courses and distances.

SECOND, That lot of ground in said town of Barton located on the East side of Georges Creek, being a portion of military lot No. 3790 of Allegany County and being the same property which was conveyed unto Henry Ross and Ellen Ross by Sarah Ann Ross, by deed of October 21, 1893 and of record among the land records of Allegany County, Maryland in Liber 74 Folio 693, and which finally became vested in the said Samuel M. Berry by the last will and testament of his father, Harry D. Berry, duly probated and dated August 26, 1944.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their -----

-----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors-----

~~#####~~ or assigns, the aforesaid sum of Three thousand dollars

Together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs ~~and~~ and assigns-----

-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

heroby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its heirs or assigns, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Samuel M. Berry
Fay B. Berry

x *Samuel M. Berry* [SEAL]
Samuel M. Berry
x *Fay B. Berry* [SEAL]
Fay B. Berry

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this twenty fourth day of May in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Samuel M. Berry and Fay B. Berry, his wife

and each acknowledged the foregoing mortgage to be his voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin, President of The First National Bank of Barton, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Samuel M. Berry
Notary Public

Compared and Vaided *scanned*
To *Mtge Lumberport Md*
June 7 1954

FILED AND RECORDED MAY 28th 1954 at 10:40 A.M.

This Mortgage, Made this twenty seventh day of May -----
in the year Nineteen Hundred and Fifty four -----, by and between

Roy L. Lambert and Freeda V. Lambert, husband and wife -----

of Westernport, Allegany ----- County, in the State of Maryland -----
parties of the first part, and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of
The United States of America -----

of Westernport, Allegany ----- County, in the State of Maryland -----
part y ----- of the second part, WITNESSETH:

Whereas,
The said parties of the first part are indebted unto
the party of the second part in the full and just sum of twenty seven
hundred dollars for money lent, which loan is evidenced by the prom-
issory note of the parties of the first part, of even date herewith,
payable on demand with interest to the order of the party of the second
part at The Citizens National Bank of Westernport, Maryland. And Whereas,
it was understood and agreed between the parties prior to the lending
of said money and the giving of said note that this mortgage should be
executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Parties of the first part -----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, its successors -----

~~####~~ and assigns, the following property, to-wit:

All those certain four lots of ground situated in Greene's Highland Park Addition to the town of West-ernport, in Allegany County, Maryland, known and numbered as lots Nos. 13, 14, 15 and 16 in Section C. on the plat thereof, and making alto-gether one plot of ground fronting 80 feet on the North side of The County Road and on the South side of Central Avenue. Being the same property which was conveyed unto the parties of the first part herein by deed from Kenneth B. Riggelman et ux, by two deeds, one dated Novem-ber 14, 1946, recorded in Liber No. 217 Folio 386 and the other dated October 15, 1947 and recorded in Liber No. 217 Folio 623. To which deeds a reference is hereby made for a definite and particular description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their -----

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors -----

~~#####~~ or assigns, the aforesaid sum of Twenty seven hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, its successors -----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ~~#####~~

~~#####~~ party of the second part, its successors, -----

~~#####~~ and assigns, or Horace P. Whitworth, its----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, ~~###~~ their----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty seven hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors----- or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or

policies forthwith, in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attent:

Richard Whitworth

x Roy G. Lambert
Roy H. Lambert

(SFAL)

[illegible]

x Freeda V. Lambert
Freeda V. Lambert

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty seventh day of May -----

in the year nineteen Hundred and Fifty four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Toy L. Lambert and Freeda V. Lambert, husband and wife-----

and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared Horace P. Whitworth,

President of The Citizens National Bank of Westernport, Maryland

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Hewitson

Notary Public

FILED AND RECORDED MAY 29th 1954 at 9:00 AM

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this
24th day of May, 1954, by Julia A. C. Raphael,
widow, of Allegany County, in the State of Maryland, and Mary
Alida Raphael, unmarried, of Washington, in the District of
Columbia, WITNESSETH:

WHEREAS, by Mortgage bearing date the 18th day of February, 1954, and recorded in Liber No. 302, folio 376, one of the Land Records of Allegany County, under the hand and seal of Saul H. Smith, widower, the ground and premises therein described became limited and assured unto the said Julia A. C. Raphael and Mary Alida Raphael by way of Mortgage, and for the purpose of securing the sum of Fourteen Hundred (\$1400.00) Dollars, together with the interest at the rate expressed in said Mortgage, as will more fully appear by reference thereto.

AND WHEREAS, the said Mortgagor has paid unto the said Julia A. C. Raphael and Mary Alida Raphael, the sum of One Thousand (\$1,000.00) Dollars on account of said Mortgage debt, and the said Mortgagor now desires to have a certain part of the land and premises included in said Mortgage released from the lien thereon, which said part or parcel is hereinafter described, and the said Julia A. C. Raphael and Mary Alida Raphael agree, in consideration of the payment of said One Thousand (\$1,000.00) Dollars to release the hereinafter described parcel of land.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, the said Julia A. C. Raphael and Mary Alida Raphael do hereby grant and release unto the said Saul H. Smith the following property, to-wit:

All those two lots or parcels of ground lying and being in Allegany County, Maryland, known as Lots Nos. 120 and 121 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lots intended to be hereby conveyed are more particularly described as follows, to-wit:

LOT NUMBER 120: BEGINNING the same at a stake at the end of the first line of Lot No. 121 of the aforementioned L & L Addition and running thence with the North West edge of Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake standing at the Western intersection of Amcelle Boulevard and Second Street and running thence with the South West edge of Second Street, North 48 degrees 50 minutes West 127-5/10 feet to a stake, thence South 28 degrees 40 minutes West 57-5/10 feet to a stake standing at the end of the second line of Lot No. 121 of the said L & L Park Addition, thence reversing said second line, South 61 degrees 20 minutes East 125 feet to the beginning.

LOT NUMBER 121: BEGINNING the same at a stake standing at the end of the first line of Lot No. 122 of the aforementioned

L & L Park Addition and running with the North West edge of the Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake, thence North 61 degrees 20 minutes West 125 feet to a stake, thence South 28 degrees 40 minutes West 30 feet to a stake standing at the end of the second line of Lot No. 122 of the said L & L Park Addition, thence reversing said second line and running South 61 degrees 20 minutes East 125 feet to the beginning.

ALSO: All that lot or parcel of ground lying and being in Allegany County, Maryland, and known as Lot No. 200 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany county, Maryland, which said lot intended to be hereby conveyed is more particularly described as follows:

BEGINNING the same at a stake standing at the end of the second line of Lot No. 223 of the aforementioned L & L Park Addition, said stake also stands on the third line of Lot No. 123 of said Addition, and thence reversing said third line also third line of Lots Nos. 122-121-120 of said Addition, North 28 degrees 40 minutes East 127-5/10 feet to a stake standing on the South West edge of Second Street, said stake also stands at the end of the second line of Lot No. 120 of said Addition and running thence with second street, North 48 degrees 50 minutes West 30 feet to a stake, thence South 41 degrees 10 minutes West 125 feet to a stake, thence South 48 degrees 50 minutes East 60 feet to the beginning.

It being the same properties which were conveyed unto the said Saul H. Smith by two deeds from Aaron Lazarus, Jr., single, and others, one of which said deeds bears date August 21, 1952, and is recorded in Liber No. 243, folio 366, and the other deed bears dated April 21, 1953, and is recorded in Liber No. 249, folio 209 of the Land Records of Allegany County.

It being distinctly understood and agreed that this Release shall not affect, in any way, the lien of said Mortgage upon the remaining property included in said Mortgage.

WITNESS our hands and seals the day and year above written.

WITNESS:

Saul H. Smith

Julia A. C. Raphael (SEAL)
Julia A. C. Raphael

WITNESS:

Charlotte Currie

Mary Alida Raphael (SEAL)
Mary Alida Raphael

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY certify that on this 24th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Julia A. C. Raphael, one of the parties herein, and she acknowledged the foregoing Deed of Partial Release of Mortgage to be her act and deed.

WITNESS MY hand and Notarial Seal the day and year
above



George S. Hughes
Notary Public

County of Arlington
DISTRICT OF COLUMBIA
State of Virginia
CITY OF WASHINGTON

TO WIT:

I HEREBY CERTIFY, That on this 20th day of May, 1954, before me, the subscriber, a Notary Public of the County of Arlington, State of Virginia ~~District of Columbia~~, in and for the City of Washington, personally appeared Mary Alida Raphael, one of the parties herein, and she acknowledged the foregoing Deed of Partial Release of Mortgage to be her act and deed.

WITNESS MY hand and Notarial Seal the day and year

above written.



Agnes R. Brown
Notary Public
Arlington County, Va.